

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
October 15, 2003

Mayor David Dermer
Vice-Mayor Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

Visit us on the Internet at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's Office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Called to order at 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R6 Commission Committee Reports
R7 Resolutions
R9 New Business and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

PA - Presentations and Awards

- PA1 Certificate Of Appreciation Presented To Captain Michael Auch, Miami Beach Police Department For His Recent Graduation From The Federal Bureau Of Investigation's Academy, Class No. 214. (Page 2)
(Requested By Commissioner García)
- PA2 Proclamation Declaring September 15 Through October 15, 2003, "Hispanic Heritage Month."
(City Manager's Office)
- PA3 Certificate Of Appreciation, "At Your Service" Employee Of The Month Award For September, 2003.
(City Manager's Office)
- PA4 Certificates Of Completion To Be Presented To The Participants Of The City's Community Emergency Response Teams.
(Neighborhood Services)
- PA5 Certificate of Appreciation To Be Presented To Willie Anderson For 45 Years Of Employment With The City.
(Parks & Recreation)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Award Contracts To All Power Generators, Corp. As The Primary Vendor, And Condo Electric Motor Repair As The Secondary Vendor, In The Annual Not To Exceed Amount Of \$28,188, Pursuant To Invitation To Bid No. 56-02/03, For The Preventive Maintenance Agreement For Emergency Generators. (Page 5)
(Public Works)

C4 - Commission Committee Assignments

- C4A Referral Of The Cultural Facilities Master Plan To The Community Affairs Committee. (Page 11)
(Tourism & Cultural Development)

- C4B Referral Of Current Policies Review Regarding Homeless, Vagrants And Prostitutes To The Finance And Citywide Projects Committee. (Page 15)
(Requested By Commissioner Cruz)

C6 - Commission Committee Reports

- C6A Report Of The General Obligation Bond And Oversight Committee Meeting Of September 15, 2003: 1) Presentation – FTAA Conference 2) Change Order Report; 3) Project Status Report: A) Update On Fire Station No. 2; B) Update On Fire Station No. 4; C) Update On Normandy Isle Park And Pool; 4) Informational Items: A) Updated Calendar Of Scheduled Community Meetings; B) Roles Of CIP Office And Program Management Staff; C) Letter To Commission Regarding North Shore Park And Youth Center. (Page 18)
(Capital Improvement Projects)
- C6B Report Of The General Obligation Bond Oversight Committee Meeting Of October 8, 2003: 1) Change Order Report; 2) Recommendation To City Commission: A) Award A/E Agreement For Botanical Garden; B) Venetian Island Basis Of Design Report; 3) Project Status Report: A) Update On Fire Station No. 2; B) Update On Fire Station No. 4; C) Normandy Isle Park And Pool; 4) Informational Items: A) Updated Calendar Of Scheduled Community Meetings; B) Project Sequencing City Commission Resolution. (Page 20)
(Capital Improvement Projects)
- C6C Report Of The Finance And Citywide Projects Committee Meeting Of September 16, 2003: 1) Discussion Of Items Referred During the First Public Hearing Of The Budget For Fiscal Year 2003/04; And 2) Discussion Of The Requests By Miami-Dade County For The City Of Miami Beach Commission, As The Governing Body Of The Redevelopment Agency, In Its Sole Discretion, To: A) Exempt The Children's Trust, An Independent Taxing District, From Contributing Its Ad Valorem Tax Levy To The City's Redevelopment Trust Fund; And B) Impose A 1-1/2 Percent Administrative Fee On The Redevelopment Agency's Proposed FY 2003/04 Budget. (Page 22)
(Finance Department)

C7 - Resolutions

- C7A A Resolution Electing Commissioner Jose Smith As Vice-Mayor For A Term Commencing On November 1, 2003, And Terminating On November 5, 2003, Or If A Runoff Election Is Held, Terminating On November 19, 2003. (Page 27)
(City Clerk's Office)
- C7B A Resolution Authorizing The Purchase Of 204 Chairs For The Regional Library From Fritz Hansen, The Sole Source Manufacturer Of The Chairs, At A Total Cost Of \$49,530. (Page 30)
(Capital Improvement Projects)

- C7C A Resolution Approving Amendment 3 To The City's Agreement With EDAW For The Design Of The Flamingo Neighborhood Right Of Way Improvement Project By Increasing The Not To Exceed Fee By An Amount Of \$63,298 To Provide For Additional Geotechnical And Engineering Services Required To Support The Design Of Water Main And Storm Water Improvements, And Appropriating \$63,298 For Said Services As Follows: \$45,335.53 From Stormwater Bonds Series 2000 And \$17,962.47 From Water And Sewer Bonds Series 2000. (Page 39)
(Capital Improvement Projects)
- C7D A Resolution Approving Additional Design Services For Rear Easement Waterline Relocation Efforts, As Amendment No. 3, To The Scope Of Services Of The Agreement, Dated September 5, 2001, With Reynolds, Smith And Hills, A/E Consultant For The La Gorce Right Of Way (ROW) Infrastructure Improvement Project And Further Appropriating An Amount Not To Exceed \$35,999, From Series 2000 Water And Sewer Bond Funds For Said Services, As More Particularly Described In Exhibit "A," The Fee Detail, Exhibit "B," Waterline Relocation Policy And Exhibit "C," The Geographic Area Of Said Additional Services. (Page 54)
(Capital Improvement Projects)
- C7E A Resolution Approving An Amendment To That Certain Amended And Restated/Consolidated Lease Agreement By And Between The City Of Miami Beach And The Miami Beach Jewish Community Center, Inc. (JCC), For A Parcel Of Land And Facilities Located At 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, Amending Paragraph 15.5 Of Said Agreement, By Extending The Time Period By One (1) Year, From November 8, 2003 To November 8, 2004, For The JCC To Make Application To The City's Design Review Board, And Submit Plans For The Design Of The Proposed Improvements To The Property; And Further Clarifying The Commencement Date Of Said Amended And Consolidated Lease Agreement As November 8, 2000. (Page 77)
(Economic Development)
- C7F A Resolution Setting A Public Hearing For November 25, 2003, On The Proposed Uses Of The Local Law Enforcement Block Grant Funds; Further Granting Retroactive Approval For The City Manager Or His Designee To Submit A Grant Application For Said Grant; While Leveraging Appropriated City Funds As Needed; While, Appropriating The Grant As Approved And Accepted By The City And Authorizing The Mayor, City Manager, And City Clerk To Execute All Necessary Documents Related To This Application. (Page 88)
(Grants Management)
- C7G A Resolution To Ratify A Three Year Labor Agreement Between The City Of Miami Beach And The Government Supervisors Association Of Florida/OPEIU Local 100, (GSA) For The Period From October 1, 2003 Through September 30, 2006, And Authorize The Mayor And City Clerk To Execute The Agreement. (Page 93)
(Human Resources)
- C7H A Resolution Authorizing The Administration To Issue A Standing Order To Siemens, As A Sole Source, Pursuant To State Of Florida Contract No. PABX730-650-99-1, In The Amount Of \$183,000.00, For FY 2003-2004, Renewable Annually, For Provision Of City-Wide Maintenance Services For Siemens Telephone And IVR Systems. (Page 142)
(Information Technology)

- C7I A Resolution Declaring A Citywide Parking Emergency On The Following Respective Dates For The Following Respective Events: November 07-16, 2003, For The South Florida Auto Show; December 03-07, 2003, For Art Basel; December 31, 2003, For New Year's Eve Events; January 07-11, 2004, For Art Miami; January 23-25, 2004, For Graphics Of The Americas; February 12-17, 2004, For The NMMA Miami International Boat Show; And May 28-31, 2004, For Memorial Day Weekend Events; Allowing For The Use Of Specified Vacant Surface Lots Citywide, As Determined By The City Administration For The Provision Of Additional Parking To Alleviate Said Parking Emergencies. Further, Provided The Administration Shall Require Parking Operators To Secure The Appropriate Insurance And Occupational Licenses Required By The City Code To Operate Self-Parking And/Or Valet Parking Operations For This Purpose, And To Comply With Any And All Other Requirements As Deemed Necessary. (Page 145)
(Parking Department)
- C7J A Resolution Setting A Public Hearing To Consider The Establishment Of A Restricted Residential Parking Zone For The Lake Pancoast Neighborhood And Expanding Existing Residential Parking Permit Zone Two (Flamingo Park) On The 500 Block Of Española Way. (Page 150)
(Parking Department)
- C7K A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The City Of Miami, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The City Of Miami. (Page 155)
(Police Department)
- C7L A Resolution Awarding A Contract To Skyline Construction, Corp.; The Lowest And Best Bidder Pursuant To Invitation To Bid No. 60-02/03, In An Amount Not To Exceed \$111,000 For The Construction Of The New Guardhouse At Palm Island; And Further Accepting And Appropriating The Contribution From The Palm/Hibiscus/Star Islands Association, Inc., In The Amount Of \$21,816, And Additionally Appropriate \$9,550 From The Sale Of Portion Of Right-Of-Way At South Hibiscus Drive. (Page 164)
(Procurement)
- C7M A Resolution Ratifying Standing Orders In The Total Amount Of \$31,736, To Luis E. Roca, Inc., To Provide For Concrete Form And Placement Services In The Byron Carlyle Theater. (Page 175)
(Public Works)
- C7N A Resolution Ratifying A Contract In The Amount Of \$56,305, With Fire Controls, Inc., For The Installation Of A Fire Alarm System In The Byron Carlyle Theater. (Page 186)
(Public Works)
- C7O A Resolution Ratifying A Purchase Order In The Amount Of \$58,300, To Miami Stagecraft, Inc., For The Purchase Of Theater Stage Lighting, Equipment, And Materials Required For The Byron Carlyle Theater. (Page 195)
(Public Works)

- C7P A Resolution Authorizing And Approving The Appropriation And Transfer Of \$159,957 In Transit Surtax Funds To Replace City Funds That Were Previously Advanced For The Evaluation Of Rapid Transit Options Study/South Beach, Performed For The City Of Miami Beach By HDR Engineering, Inc., As Authorized By Resolution No. 2003-25197, Dated April 30, 2003. (Page 204)
(Public Works)
- C7Q A Resolution Appropriating And Authorizing The Use Of Additional Funding In The Amount Of \$27,650.00 From Art In Public Places Fund No. 147 To Complete The Public Art Commission For The North Shore Park Youth Center Entitled "Circle." (Page 207)
(Tourism & Cultural Development)

End of Consent Agenda

PA - Presentations and Awards

- PA1 Certificate Of Appreciation Presented To Captain Michael Auch, Miami Beach Police Department For His Recent Graduation From The Federal Bureau Of Investigation's Academy, Class No. 214.
(Requested By Commissioner García)
- PA2 Proclamation Declaring September 15 Through October 15, 2003, "Hispanic Heritage Month."
(City Manager's Office)
- PA3 Certificate Of Appreciation, "At Your Service" Employee Of The Month Award For September, 2003.
(City Manager's Office)
- PA4 Certificates Of Completion To Be Presented To The Participants Of The City's Community Emergency Response Teams. (Page)
(Neighborhood Services)
- PA5 Certificate of Appreciation To Be Presented To Willie Anderson, for 45 Years Of Employment With The City.
(Parks & Recreation)

AGENDA ITEM: PA1-PA5

DATE: 10-15-03

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award Contracts to All Power Generators, Corp. as the Primary Vendor, and Condo Electric Motor Repair as the Secondary Vendor, in the Annual, Not to Exceed, Amount of \$28,188, Pursuant to Invitation to Bid No. 56-02/03, for the Preventive Maintenance Agreement for Emergency Generators.

Issue:

Shall the City Commission Approve the Award of Contracts to All Power Generators, Corp., Inc as Primary Vendor, and Condo Electric Motor Repair as a Secondary Vendor?

Item Summary/Recommendation:

The purpose of this Bid is to establish a contract, by means of sealed bids, for preventive maintenance agreement for emergency generators now in operation within the City, and such additions, modifications or deletions as may occur during the life of the contract, from a source of supply that will give prompt and efficient service.

The contract with All Power Generators Corp. shall remain in effect from time of award until **September 30, 2004**. The contract may be extended for an additional three (3) years, on a year-to-year basis, if mutually agreed by upon both parties.

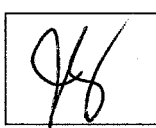
Should All Power Generators, Corp not provide service in accordance with the Terms and Conditions of the contract, the Administration requests authorization to award a contract to Condo Electric Motor and Repair, as the secondary vendor.

APPROVE THE AWARD.

Advisory Board Recommendation:

N/A

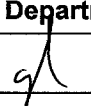


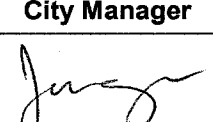
Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|--|--------------|-----------------|-------------------------------------|----------|
|  Finance Dept. | 1 | \$22,188 | 520.1720.000325 Property Management | |
| | 2 | \$6,000 | 520.1720.000342 Property Management | |
| | 3 | | | |
| | 4 | | | |
| | Total | \$28,188 | | |

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|---|---|
| GL  FB  | RCM  |  |

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS TO ALL POWER GENERATORS, CORP. AS THE PRIMARY VENDOR, AND CONDO ELECTRIC MOTOR REPAIR AS THE SECONDARY VENDOR, IN THE ANNUAL, NOT TO EXCEED, AMOUNT OF \$28,188, PURSUANT TO INVITATION TO BID NO. 56-02/03, FOR THE PREVENTIVE MAINTENANCE AGREEMENT FOR EMERGENCY GENERATORS

ADMINISTRATION RECOMMENDATION:

Approve the Award of Contracts.

BID AMOUNT AND FUNDING:

\$28,188 Funds are available from Property Management Accounts 520.1720.000342 and 520.1720.000325, allocated for Fiscal Year 03/04 for generator maintenance and repairs.

ANALYSIS:

Invitation to Bid No. 56-02/03 (the "Bid") was issued on July 29, 2003, with an opening date of September 4, 2003. BidNet issued bid notices to 6 prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "BB-Bid". The notices resulted in the receipt of three (3) bids.

The purpose of the Bid is to establish a contract, by means of sealed bids, for preventive maintenance agreement for emergency generators now in operation within the City, and such additions, modifications or deletions as may occur during the life of the contract, from a source of supply that will give prompt and efficient service. The contractor shall provide all plant, labor, parts, materials, transportation and equipment necessary to repair and maintain the designated generator equipment.

The lowest and best bid was received from All Power Generators, Corp. This bidder has provided maintenance and repairs of generator for over 21 years. The Procurement Division obtained favorable references from the following agencies:

- Cingular Wireless;
- University of Miami;
- Safe Harbor Leasing; and
- Liberty Property Trust.

The contract with All Power Generators Corp. shall remain in effect from time of award until **September 30, 2004**. The contract may be extended for an additional three (3) years, on a year-to-year basis, if mutually agreed by upon both parties. At time of renewal each year, the City will negotiate an adjustment based on Consumer Price Index (CPI) increase.

Should All Power Generators not provide service in accordance with the terms and conditions of the contract, the Administration requests authorization to award a contract to Condo Electric Motor and Repair, as the secondary vendor.

RECOMMENDATION

Based on the analysis of the bids received, it is recommended that the City award contracts to the lowest and best bidders, **All Power Generators, Corp.** as primary vendor, and Condo Electric Motor Repair as a secondary vendor to be utilized only if the primary vendor does not provide services in accordance with the terms and conditions of the contract.

BID TABULATION

| | | Condo Electric Motor Repair | | All Power Generators | | Power Depot | |
|---|---|-----------------------------|------------|----------------------|------------|---------------|------------|
| Location | | MAINTENANCE AGREEMENT | | | | | |
| 1 | Fire Station #1 1 Generator | \$ 650/year | | \$ 1,375/year | | \$ 6,225/year | |
| 2 | Fire Station #2 Maint. Building 1 Generator | 1,310 | | 1,255 | | 4,680 | |
| 3 | Fire Station #2 1 Generator | 1,100 | | 1,255 | | 5,890 | |
| 4 | Fire Station #3 1 Generator | 750 | | 1,375 | | 5,890 | |
| 5 | Fire Station #4 1 Generator | 750 | | 1,255 | | 4,680 | |
| 6 | Police Station 2 Generators | 3,220 | | 3,500 | | 15,300 | |
| 7 | City Hall 1 Generator | 1,610 | | 1,695 | | 7,500 | |
| 8 | Bass Museum 1 Generator | 1,610 | | 1,495 | | 7,500 | |
| 9 | 42 nd St. Garage 1 Generator | 1,000 | | 1,350 | | 4,750 | |
| 10 | 17 th St. Garage 1 Generator | 1,000 | | 1,255 | | 5,890 | |
| 11 | 16 th St. Garage 1 Generator | 1,000 | | 1,350 | | 5,890 | |
| 12 | Annual Load Test per generator | \$350 x 12 | \$4,200 | \$150 x 12 | \$1,800 | \$675x 12 | \$ 8,100 |
| 13 | Addl. cost if test done on overtime per generator | \$125 x 12 | \$1,500 | \$ 0 x 12 | \$0 | \$350 x 12 | \$4,200 |
| 14 | Total Annual Cost (1-13): | \$19,700 | | \$18,960.00 | | \$86,495.00 | |
| ADD OPTION –STANDBY GENERATOR | | | | | | | |
| 1 | 60 KVA | \$300/day | \$500/wk | \$275/day | \$800/wk | \$140/day | \$420/wk |
| 2 | 100 KVA | \$475/day | \$600/wk | \$375/day | \$900/wk | \$200/day | \$600/wk |
| 3 | 500 KVA | \$1,900/day | \$2,530/wk | \$750/day | \$1,800/wk | \$600/day | \$1,800/wk |
| WORK NOT COVERED UNDER MAINTENANCE AGREEMENT (Estimated \$6,000/Year) | | | | | | | |
| 1 | Straight Time | 30.00/hr | | 50.00/hr | | \$75.00/hr | |
| 2 | Overtime repairs | \$45.00/hr | | 50.00/hr | | \$112.50/hr | |

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **REFERRAL OF THE CULTURAL FACILITIES MASTER PLAN TO THE
COMMUNITY AFFAIRS COMMITTEE**

ADMINISTRATION RECOMMENDATION

Approve the referral.

BACKGROUND

The City has recently engaged the services of the national arts-management consulting firm, AMS Planning & Research Corporation (AMS) to identify strategies and tools to promote and leverage the Beach's arts and cultural facilities. Over the past several months, AMS and the Department of Tourism and Cultural Development (TCD) have administered surveys to arts facilities, facility users and organizations throughout Miami Beach. The data collected has enabled AMS to assess existing facilities and gather information from organizations regarding key operating issues.

The scope of work completed by AMS includes the following:

1. Background Research & Interviews

AMS staff reviewed existing inventory and operating data compiled by Miami-Dade County Department of Cultural Affairs, as well as other relevant data on existing arts facilities throughout Miami Beach in order to familiarize themselves with the market and provide a foundation for the research.

2. Existing Facilities Research

AMS assessed the operation of the Beach's 'significant' arts facilities through written surveys, telephone interviews, and selected site visits including:

- ⇒ Description of facilities and technical capabilities
- ⇒ Location, type, exhibition or seating capacities, equipment
- ⇒ Support and ancillary facilities
- ⇒ Accessibility and parking
- ⇒ Utilization, users, and other activities (or those proposed)
- ⇒ Management services and operating departments
- ⇒ Current finances

Agenda Item C4A

Date 10-15-03

- ⇒ Ownership, management structure, and real estate and site issues (if any)
- ⇒ Operating evaluation

AMS also visited each facility to observe current conditions and collected location data market information, market utilization and other related issues.

3. Organizational Input

AMS identified a sample of arts organizations using Miami Beach arts facilities to participate in a written assessment of existing arts facilities. The survey was designed to gather information on:

- ⇒ Strengths and weaknesses of current facility
- ⇒ Unmet needs / key operating limitations (performance, rehearsal, production, exhibition, curatorial, classroom, administration, public amenities, storage/support, etc.)
- ⇒ Cost data
- ⇒ Opportunities for partnership/collaboration
- ⇒ Information on finances, key areas of organizational “capacity” and management structure

Through personal interviews and surveys, AMS compiled an assessment of key operating issues, focusing on the effectiveness of existing facilities in meeting arts community needs, the efficiency of operations and opportunities for re-structuring relationships between and among users and spaces. The exploration included simple technical and audience or visitor accommodation needs, as well as potential for expanded shared use of facilities, the potential for combined management and/or operation as well as “shared services.”

4. Spending Analysis / Collaboration Opportunities

AMS measured the cost of core functions at each facility by compiling operating budget information from both the building management and key users. Through an analysis of spending across major operational categories (e.g. purchasing, marketing, human resources, ticketing services, etc.), AMS identified opportunities for potential collaborative initiatives and/or consolidation.

The goal of this step is to develop a matrix of potential test initiatives to be tested by the City, facility operators and users. AMS is completing a briefing document as the foundation for a community discussion regarding specific opportunities.

5. Planning Workshop

AMS facilitated a day-long planning session on October 7, 2003, from 9:00 a.m. – 2:00 p.m. at Miami Beach Botanical Garden with key management and users to build consensus around opportunities and strategies that could increase the efficiency and effectiveness of the operation of the Beach’s key arts venues. The workshop included breakout sessions to refine the description of unmet needs for users groups and facilities, identify gaps in the existing inventory, explored partnerships and collaborative opportunities and developed specific recommendations for “better” use of the existing buildings. The overall goal of the meeting was to facilitate stakeholder discussion and arrive at an appropriate set of

preliminary recommendations for a mid and long-term facility operations and development strategy.

A report outlining the findings of AMS, documenting consensus and recommending alternate strategies to facilitate more effective management and utilization of the facilities studied is being finalized. AMS is also finalizing a series of appropriate performance measures and an evaluation plan. The evaluation plan will include metrics, tools for measurement, timing, and recommended benchmarks.

The aforementioned findings and recommendations will help to formulate conclusions regarding the appropriate operating and management structure for the facilities, budgets, and types of target groups. This will allow for a more thorough evaluation by the City, as to whether or not it is in the City's best interest to exercise its option with SMG for management of said facilities.

CONCLUSION

The City Administration recommends the Mayor and City Commission approve this referral of the Cultural Facilities Master Plan to the Community Affairs Committee for review.

JMG/^{CMC}CMC/DS/mas

F:\info\SALL\Max\TCD\AMS\AMS Community Affairs Referral.doc


THIS PAGE INTENTIONALLY LEFT BLANK



C: Trish
Don
Bob
Vivian
LH

**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

**FROM: SIMON CRUZ
COMMISSIONER** 

DATE: OCTOBER 3, 2003

**RE: REFERAL TO THE FINANCE CITYWIDE
PROJECTS COMMITTEE**

Please refer this matter to the Finance and Citywide Projects Committee and the Community Affairs Committee.

The homeless, vagrants and prostitutes have created a crisis in our city that needs to be addressed in a comprehensive but aggressive manner. In an effort to regain control over our community, I would like to see a review of our current policies that deal with the homeless, vagrants and prostitutes.

I would also request that once a strategy is agreed upon that we allocate the necessary funds from our "Emergency Catastrophic Reserve Fund" to adequately deal with these issues.

In the interim, our Police Department must be given the full support of the Commission and Administration to take the necessary steps to confront this problem head on. Their job is to enforce the law not to be social workers. Our Homeless Outreach team should follow up the arrest and try to assist where possible.

Finally, I would further request that we engage our three chambers to form a joint task force to assist us with developing a comprehensive approach for these three groups which are severely affecting our quality of life.

JG/ml

Agenda Item C4B
Date 10-15-03

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT
COMMITTEE MEETING OF SEPTEMBER 15, 2003**

The G.O. Bond Oversight Committee met on September 15, 2003. At the meeting, the Committee considered the following issues.

The Committee reviewed and passed the minutes from the August 4, 2003 meeting.

PRESENTATION

The Administration informed the Committee that the Free Trade Areas of the Americas (FTAA) Conference will take place in Miami from Sunday, November 15, 2003 through Friday, November 21, 2003. The venues will be the Inter-Continental Hotel (where all the dignitaries will stay and hold meetings) and the Hyatt Hotel. The conference is expected to draw anywhere from 20,000 to 70,000 demonstrators to the Miami area. At conferences like this elsewhere, small groups of demonstrators have resorted to acts of civil disobedience, vandalism and looting requiring police response. In preparation for the FTAA Conference, the City of Miami Beach Police Department will be implementing Alpha/Bravo staffing for the week, which means that all personnel will be working 12-hour shifts, and all days off will be cancelled.

The Committee was told that an operational plan will be in place detailing the police response to any occurrences related to the FTAA that develop within the City, and a traffic plan will be in place to re-route traffic in the event of any disruptions to major roadways leading into or out of the City, as well as local arteries. The biggest dates where demonstration is expected are Wednesday, November 18 and Thursday, November 19. Traffic is likely to be heavy in the I-95 and Biscayne Boulevard areas.

CHANGE ORDERS

The Administration informed the Committee of change orders that had been approved since the last meeting.

PROJECT STATUS REPORT

The Administration informed the Committee that Jasco, the Contractor for the Fire Station No. 2 project, was doing a good job with the water tank portion of the project to date, but that construction was not that far along.

The Administration informed the Committee that the Historic Preservation Board (HPB) had voted on September 9, 2003 to issue a Certificate of Appropriateness to demolish Fire

Agenda Item C6A
Date 10-15-03

Station No. 4 by a vote of 4 to 3. At the September 10, 2003 City Commission meeting, the City Commission passed a Resolution setting a public hearing for October 15, 2003 to decide whether or not the City should approve the Certificate of Appropriateness. Although the City Commission does not have to follow this procedure for considering demolition of a historic City facility, it is the same procedure HPB uses when considering demolition of non-City-owned historic facilities. 100% complete Construction Documents were expected from the Architect by the end of September or the beginning of October for review and permitting by the City. It was anticipated that the project would be out to bid in December 2003, with construction to start hopefully in March 2004.

The Administration informed the Committee that the Contractor for the Normandy Isle Park and Pool had begun to address the issues with the pool deck slab, but that the issues with the pool bottom were being reviewed by attorneys.

INFORMATIONAL ITEMS

The updated calendar of scheduled Community Meetings was presented to the Committee but not reviewed. At the request of a Committee member, a memorandum outlining the roles of the CIP Office staff and the various Program Management staffs was provided to the Committee. A Letter to the City Commission (LTC) regarding the status of the North Shore Park and Youth Center project was presented to the Committee but not reviewed during the meeting.

DISCUSSION REGARDING PROGRAM ADVISORY GROUP TO ADDRESS PROBLEM PROJECTS, CONTRACTS AND LITIGATION

A Committee member proposed that there be a separate committee established to come up with ideas of how to deal with problems on construction projects. It was suggested that the separate committee consist of one member of the General Obligation Bond Oversight Committee, a staff member from the City Attorney's Office, staff from the CIP Office, and the respective Program Managers. It was proposed that the committee meet for approximately 30 to 60 days, as needed, and report results back to the General Obligation Bond Oversight Committee.

The Administration informed the Committee that the Administration was already planning to hold a work session with the City Commission and the General Obligation Bond Oversight Committee, jointly, to discuss the differences of construction work in the public sector versus the private sector, the problems the City faced when the current capital construction program first began, how those problems were resolved, and how the City may be able to do things better in the future. The suggestion of the Committee could be readily added to the planned workshop to create a more useful end product.

It was agreed that a separate work group would be established to brainstorm on solutions to issues faced on projects, and how things can be improved in the future, which would serve as preparation for a work session to be held jointly with the City Commission and the General Obligation Bond Oversight Committee.

JMG/FCM/TH/klm

I:\AGENDA\2003\oct1503\consent\September 15, 2003 GO Bond Oversight Committee Summary Minutes.doc

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT
COMMITTEE MEETING OF OCTOBER 8, 2003**

The G.O. Bond Oversight Committee met on October 8, 2003. At the meeting, the Committee considered the following issues.

The Committee reviewed and passed the minutes from the September 15, 2003 meeting.

CHANGE ORDERS

The Administration informed the Committee that no change orders had been approved since the last meeting.

RECOMMENDATION TO CITY COMMISSION

The Administration withdrew an item regarding awarding an Architectural/Engineering (A/E) Agreement for the "Garden Center" Botanical Garden project. This item will be brought back to the Committee at a later date.

A presentation was made regarding the Basis of Design Report (BODR) for the Venetian Islands Neighborhood Improvement Project, which outlined the proposed improvements to be made in the neighborhood. Area residents commented on the proposed improvements. The Committee approved a motion recommending that the City Commission approve the BODR.

PROJECT STATUS REPORT

The Administration informed the Committee that Jasco, the Contractor for the Fire Station No. 2 project, was doing a good job with the water tank portion of the project to date. The concrete base for the water tanks had been poured. The Administration will be meeting with Jasco to negotiate an acceptable Guaranteed Maximum Price for the Fire Station portion of the project, which will hopefully be brought to the City Commission for approval by the end of the calendar year.

The Administration informed the Committee that the Historic Preservation Board (HPB) had voted on September 9, 2003 to issue a Certificate of Appropriateness to demolish Fire Station No. 4 by a vote of 4 to 3. At the September 10, 2003 City Commission meeting,

Agenda Item 06B

Date 10-15-03

the City Commission passed a Resolution setting a public hearing for October 15, 2003 to decide whether or not the City should approve the Certificate of Appropriateness. Although the City Commission does not have to follow this procedure for considering demolition of a historic City facility, it is the same procedure HPB uses when considering demolition of non-City-owned historic facilities. Final Construction Documents were expected from the Architect in October for review and permitting by the City. It was anticipated that the project would be out to bid in December 2003, with construction to start hopefully in March 2004.

The Administration informed the Committee that there were serious issues with the performance of the contractor for the Normandy Isle Park and Pool project. The Administration was working to see what legal ramifications were available to get the project to completion.

The Administration informed the Committee that the contractor had received many final inspection approvals on the Scott Rakow Youth Center project, and only needed two (2) more before a Temporary Certificate of Occupancy could be obtained.

The Administration informed the Committee that the contractor for the North Shore Park and Youth Center was approximately 90 days behind schedule on all phases of the project, and that liquidated damages were being assessed. The contractor had significantly increased staffing levels to achieve completion of the project.

The Committee requested updates at the next scheduled meeting on the Indian Creek Greenway project and the South Shore Community Center project.

INFORMATIONAL ITEMS

The updated calendar of scheduled Community Meetings was provided to the Committee but not reviewed. As requested at the September 15, 2003 Committee meeting, a copy of the November 13, 2002 City Commission Resolution establishing the sequencing of construction for the individual bid packages and projects within the Neighborhood Right-of-Way Infrastructure and Parks and Facilities Improvement Programs was provided to the Committee but not reviewed.

JMG/RCM/TH/klm

T:\AGENDA\2003\oct1503\consent\October 8, 2003 GO Bond Oversight Committee Summary Minutes.doc

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF SEPTEMBER 16, 2003.**

A meeting of the Finance and Citywide Projects Committee was held September 16, 2003, at 2:40 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Chairperson Commissioner Jose Smith, Vice-Mayor Matti Herrera-Bower, Commissioner Saul Gross, and Commissioner Richard Steinberg were in attendance.

City staff was represented by: Jorge M. Gonzalez, City Manager; Patricia D. Walker, Chief Financial Officer; Mayra Diaz Buttacavoli, Assistant City Manager; Christina M. Cuervo, Assistant City Manager; Robert C. Middaugh, Assistant City Manager; Donald De Lucca, Chief of Police; Floyd Jordan, Fire Chief; Edward Del Favero, Assistant Fire Chief; Eric Yuhr, Assistant Fire Chief; Georgie Echert, Assistant Finance Director; Manuel Marquez, Finance Manager; Odessa Pinder, Executive Office Associate I, Raul Aguila, First Assistant City Attorney; Kent Bonde, Redevelopment Coordinator; Max Sklar, Assistant Director Cultural Affairs and Tourism Development; Kevin Smith, Parks and Recreation Director; and, Julio Magrisso, Assistant Parks Director; T.C. Adderly, Human Resources Director; James Sutter, Internal Auditor; Jose Bermudez, Office Associate V; Dolores Mejia, Office Associate V; Lorna Mejia, Office Associate V; Jose Cruz, Budget Officer; Carmen Carlson, Senior Management & Budget Analyst; Vivian Guzman, Neighborhood Services Director; Maria Ruiz, Office of Community Services Division Director; Cliff Leonard, Risk Manager; Andrew Terpak, Fleet Management Division Director; Vincent Andreano, Beach Patrol Captain.

Others in attendance included:

City of Miami Beach Bond Counsel Luis Reiter from the firm of Squire, Sanders & Dempsey L.L.P.; A.C. Weinstein, Sunpost; Joe Fontana, Miami Beach Condo & Hotel Alliance; Dona Zemo, Miami Beach Visitors Center; Joe Fisher, Randall Hilliard, Lawrence Jessup, and Richard D. McKinnon, representing the Communications Workers of America; and Joseph McManus, Miami Beach United States Lifesaving Association.

1. Discussion of Items Referred During the 1st Public Hearing of the Budget for FY2003/04

Agenda Item C6C
Date 10-15-03

City Manager Jorge M. Gonzalez and Chief Financial Officer Patricia D. Walker introduced and summarized the item. At the public hearing held on September 4, 2003 certain budgetary items were referred to the Finance and Citywide Projects Committee for discussion and action. The following recommendations were made by the Committee:

The Committee proposed the following amendments to the FY 2003/04 Budget:

Beach Patrol

- The Committee directed the Administration to restore the Beach Patrol service levels for FY 2003/04 to FY 2002/03 levels.
- The Committee further directed the Administration to open a lifeguard stand at 42nd Street with staffing requirements to be met with part time lifeguards and the rescheduling of shifts of current fulltime lifeguards operating within FY 2003/04 budgeted resources.

The Committee accepted the Administrations proposed funding for the following items, which were requested by the Commission during the 1st Public Hearing of the FY 2003/04 Budget on September 4, 2003:

- | | |
|---|----------------------------|
| 1. Chamber of Commerce Visitor Center: | from \$23,750 to \$25,000 |
| 2. Miami Design Preservation League: | from \$23,750 to \$25,000 |
| 3. Sister Cities Program: | from \$15,000 to \$16,000 |
| 4. Office Associate V-Proclamations Position: | from unfunded to \$28,403 |
| 5. Homeless Assistance | from \$95,000 to \$245,000 |

Homeless Assistance

- The Committee requested that the Administration issue a Request for Qualifications (RFQ) for Homeless Assistance Bed Providers in order to have a pool of multiple providers available.
 - The Committee also requested that the Administration return in three months to the Finance and Citywide Projects Committee to present a report with detailed analysis and statistical data outlining Homeless Assistance efforts.
 - The Committee stated for the record that homeless outreach efforts should be aggressively pursued and that, if successful and verifiable, they might consider additional funding later in the year.
- 2. Discussion of the requests by Miami-Dade County for the City of Miami Beach Commission, as the governing body of the Redevelopment Agency, in its sole discretion, to: A) exempt the Children's Trust, an independent taxing district, from contributing its Ad Valorem Tax Levy to the City's Redevelopment Trust Fund; and B) impose a 1-1/2 percent administrative fee on the Redevelopment**

Agency's Proposed FY 2003/04 Budget.

ACTION

The Committee directed the City Manager to meet and negotiate with the Children's Trust and Miami-Dade County and report back to the Finance and Citywide Projects Committee with a status update.

Chief Financial Officer Patricia D. Walker introduced and summarized the item. City of Miami Beach Bond Counsel Luis Reiter, from the firm of Squire, Sanders & Dempsey L.L.P., briefed the Committee on legal issues pertaining to Miami-Dade County's requests.

Mr. Reiter stated that since the City Center District has a legal obligation to its bond holders, debt service payments must be made first before any considerations can be made to the Children's Trust and Miami-Dade County. Mr. Reiter also stated that after debt service payments and other mandatory obligations are met, the City would face a policy issue as to whether it wishes to grant the Children's Trust and Miami-Dade County any considerations.

City Manager Jorge M. Gonzalez stated that if the City were to grant an exemption to the Children's Trust he would like to seek a commitment from the trust that any amounts exempted would be used to provide services for the children of Miami Beach.

Vice-Mayor Matti Herrera-Bower stated that the City of Miami Beach should have someone appointed as a Board Member to the Children's Trust. Vice-Mayor Bower further stated that currently the City has no appointments on the Children's Trust Board, and the City has numerous children's advocates who would want to serve on the Trust.

Mr. Reiter pointed out that the City Center District has a legal cap of \$500,000 for administrative fees and what the County is asking for will exceed the City's cap.

The Committee unanimously directed the City Manager to meet and negotiate the issues addressed with the Children's Trust and Miami-Dade County and report back to the Finance and Citywide Projects Committee with a status update.

The meeting adjourned at 5:21 p.m.

JMG/PDW/mim

T:\AGENDA\2003\SEPTEMBER 18, 2003\CONSENT\Fin & CW 09-16-03



THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, electing Commissioner Jose Smith as vice-mayor for a term commencing on November 1, 2003, and terminating on November 5, 2003, or if a Runoff Election is held, terminating on November 19, 2003.

Issue:

Vice-Mayor Matti Herrera Bower's term as vice-mayor expires October 31. Shall Commissioner Jose Smith be elected as vice-mayor?

Item Summary/Recommendation:

The City Commission established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number.

Normally the term for the next vice-mayor would be November 1, 2003 through February 29, 2004, however because of the General Election scheduled for November 4, 2003, and City Charter Section 2.04, the term for the next vice-mayor will commence November 1, 2003 and terminate on November 5, 2003, or if a Runoff Election is held, the term will terminate on November 19, 2003.

A resolution will be placed on the November 5, 2003 Commission Agenda, or if a Runoff Election is held, on the November 19, 2003 Commission Agenda, providing the newly elected City Commission to elect from its membership Commissioner Smith as vice-mayor for a term to expire February 29, 2004.

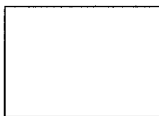
Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

| | Amount | Account | Approved |
|-------|--------|---------|----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| Total | | | |

City Clerk's Office Legislative Tracking:

Robert Parcher, City Clerk

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

T:\AGENDA\2003\feb2603\consent\vice-mayor- SUM.doc

AGENDA ITEM

CMA

DATE

10-15-03

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER JOSE SMITH AS VICE-MAYOR FOR A TERM COMMENCING ON NOVEMBER 1, 2003, AND TERMINATING ON NOVEMBER 5, 2003, OR IF A RUNOFF ELECTION IS HELD, TERMINATING ON NOVEMBER 19, 2003.**

ANALYSIS

Vice-Mayor Matti Herrera Bower's term as vice-mayor expires October 31.

The City Commission has established a policy of rotating the position of vice-mayor every four (4) months. Since 1994, the rotation has been by Commission Group number. The next vice-mayor Group is Group I currently occupied by Commissioner Jose Smith. Normally the term for the next vice-mayor would be November 1, 2003 through February 29, 2004, however because of the General Election scheduled for November 4, 2003, and City Charter Section 2.04, the attached resolution establishes a term for the next vice-mayor to commence November 1, 2003 and terminate on November 5, 2003, or if a Runoff Election is held, the term will terminate on November 19, 2003.

Pursuant to City Charter Section 2.04, the City Commission shall, at its first meeting after each General Election, elect from its membership a vice-mayor who during the absence or disability of the Mayor shall perform the duties of Mayor.

A resolution will be placed on the November 5, 2003 Commission Agenda, or if a Runoff Election is held, on the November 19, 2003 Commission Agenda, providing the newly elected City Commission to elect from its membership Commissioner Smith as vice-mayor for a term to expire February 29, 2004.

JMG/REP

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER JOSE SMITH AS VICE-MAYOR FOR A TERM COMMENCING ON NOVEMBER 1, 2003, AND TERMINATING ON NOVEMBER 5, 2003, OR IF A RUNOFF ELECTION IS HELD, TERMINATING ON NOVEMBER 19, 2003.

WHEREAS, the Mayor and City Commission established a policy of rotating the position of Vice-Mayor every four months; and

WHEREAS, Vice-Mayor Matti Herrera Bower's term as vice-mayor expires on October 31, 2003; and

WHEREAS, typically the term for the next vice-mayor would be November 1, 2003 through February 29, 2004, however because of the General Election scheduled for November 4, 2003, and City Charter Section 2.04, the term for the next vice-mayor will commence November 1, 2003 and terminate on November 5, 2003, or if a Runoff Election is held, the term will terminate on November 19, 2003; and

WHEREAS, A resolution will be placed on the November 5, 2003 Commission Agenda, or if a Runoff Election is held, on the November 19, 2003 Commission Agenda, providing the newly elected City Commission to elect from its membership Commissioner Jose Smith as vice-mayor for a term to expire February 29, 2004

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Commissioner Jose Smith is hereby elected as Vice-Mayor of the City of Miami Beach, Florida, for a term commencing November 1, 2003 and terminating on November 5, 2003, or if a Runoff Election is held, the term will terminate on November 19, 2003.

PASSED and ADOPTED THIS 15th day of October, 2003.


ATTEST:

CITY CLERK

Mayor David Dermer

T:\AGENDA\2003\feb2603\consent\vice-mayor - RES.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-10-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Authorizing the Purchase of 204 Chairs for the Regional Library from Fritz Hansen, the Sole Source Manufacturer, at a total cost of \$49,530.

Issue:

Shall the City Commission Adopt the Resolution?

Item Summary/Recommendation:

The Miami-Dade Public Library System (MDPLS) in consultation with the firm of Robert A.M. Stern Architects selected the Arne Jacobsen Ant Chair (the "Chair") manufactured by Fritz Hansen for the new Miami Beach Regional Library(the" library"). Fritz Hansen is the sole source provider and manufacturer of this chair.

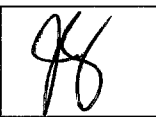
Agreement by and between the MDPLS and the City of Miami Beach (the "City") require that the City purchase the furniture, fixtures, and equipment for the library. Said agreement requires MDPLS to maintain and service all furniture, fixtures and equipment. All furniture and equipment (i.e. computers) have been ordered via State of Florida and Miami Dade County contracts. The purchase of the Arne Jacobsen Ant Chair was not available on any contract. Therefore, the Administration recommends, that the chair be purchased from Fritz Hansen, the sole source manufacturer.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

N/A



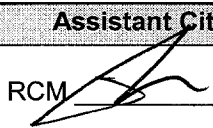
Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|--|--------------|-------------|---|----------|
|  Finance Dept. | 1 | \$49,530.00 | 372.2181.069358 (Regional Library Fund) | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | \$49,530.00 | | |

City Clerk's Office Legislative Tracking:

GUS LOPEZ, GL EXT. 6641

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|---|---|
| GL  TH  | RCM  |  |

T:\AGENDA\2003\oct1503\consent\Antchairssolesource summary.doc

AGENDA ITEM C7B
DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF 204 CHAIRS FOR THE REGIONAL LIBRARY FROM FRITZ HANSEN, THE SOLE SOURCE MANUFACTURER OF THE CHAIRS, AT A TOTAL COST OF \$49,530.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

AMOUNT AND FUNDING

\$49,530.00 Funding is available from Regional Library fund
372.2181.069358

ANALYSIS

The Miami-Dade Public Library System (MDPLS) in consultation with the firm of Robert A.M. Stern Architects selected the Arne Jacobsen Ant Chair (the "Chair") manufactured by Fritz Hansen for the new Miami Beach Regional Library(the" library"). Fritz Hansen is the sole source provider and manufacturer of this chair. MDPLS has requested the purchase of 204 chairs and 15 dollies at a total cost of \$49,530. See attached Fritz Hansen letter dated September 15, 2003.

Agreement by and between the MDPLS and the City of Miami Beach (the" City") requires that the City purchase the furniture, fixtures, and equipment for the library. Said agreement requires MDPLS to maintain and service all furniture, fixtures and equipment. All furniture and equipment (i.e. computers) have been ordered via State of Florida and Miami-Dade County contracts. The purchase of the Arne Jacobsen Ant Chair was not available on any contract. Therefore, the Administration recommends, that the chair be purchased from Fritz Hansen, the sole source manufacturer.

T:\AGENDA\2003\oct1503\consent\Antchairssolesource .doc

Fritz Hansen[®]

City of Miami Beach
Att.: Marta Fernandez Rubio

New York 15th of September 2003

Dear Marta,

Thanks for a pleasant phone conversation of today. As agreed I herewith send you in writing that Fritz Hansen, Inc. is the only manufacture of the Arne Jacobsen Ant chair. We have been producing the chair since 1954, when it was designed by Arne Jacobsen for Fritz Hansen.

Sincerely,

Niils Robenhagen

Fritz Hansen, Inc

SENT TO US FROM CONSULATE OF DENMARK ID: 2127541804

Fritz Hansen

PAGE

City of Miami Beach, Florida
Ms. Marta Fernandez Rubio

New York, Thursday 18th of September 2003

QUOTATION

Dear Marta,

As agreed I herewith send you a quotation on the 204 Ant chairs in lazur and 15 minor dollys.

All net prices quoted are based on an order being placed directly with Fritz Hansen.

Delivery time is approx. 12 weeks.

Delivery terms: DDP (Delivery Duty Paid, Incoterms 2000) to your location in Miami, Florida.

There are 6 assembled chairs in each box.

Payment terms: 30 days Net.

Our federal ID number is 20-0229056

Please include Tax ID number and correct delivery and invoice address when placing the order.

Sincerely
Fritz Hansen NA



Nils Robenhagen

QUOTATION TO THE CITY OF MIAMI BEACH

| Description | Code | Qty | Unit cost | Total cost |
|------------------------------|------|-----|-----------|------------|
| Ant chair in 215 silk lazur | 3101 | 138 | 230 | 31740 |
| Ant chair in 915 lime lazur | 3101 | 33 | 230 | 7590 |
| Ant chair in 715 frost lazur | 3101 | 33 | 230 | 7590 |
| Minor dolly for Ant chairs | | 15 | 174 | 2610 |
| Total USD | | | | 49530 |

Delivery time: 8-12 weeks

Delivery terms: DDP (Delivery Duty Paid, Incoterms 2000) to your destination in Miami, Florida. (sea-freight) there will be an up-charge for airfreight delivery

Payment terms: 30 days Net

PROJECT: MIAMI BEACH REGIONAL LIBRARY

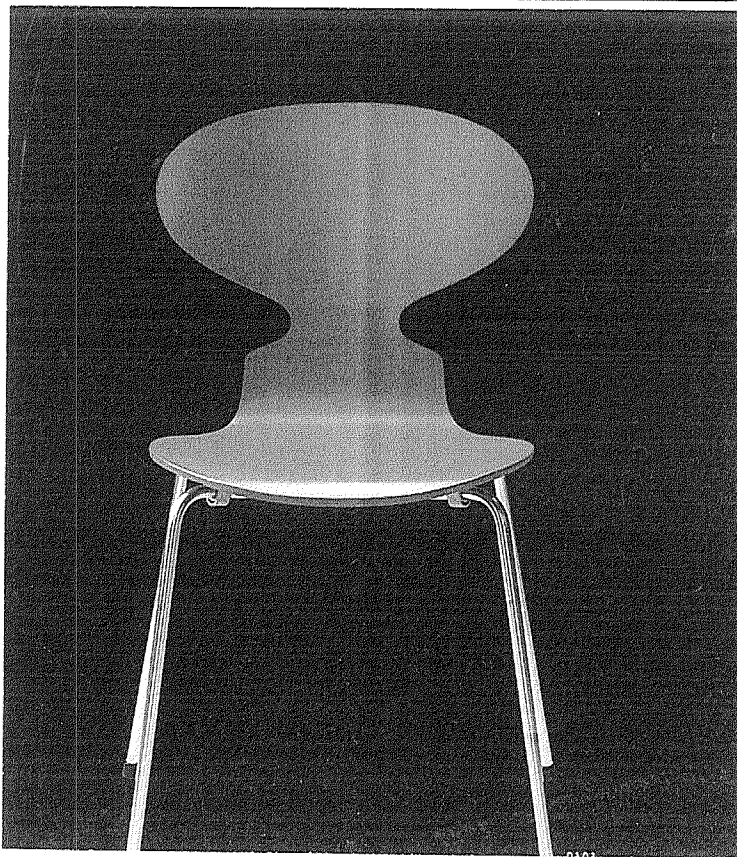
PROJECT#: 98011.03

**SHIP TO: MIAMI BEACH REGIONAL LIBRARY
227 22nd STREET
MIAMI BEACH, FL 33139**

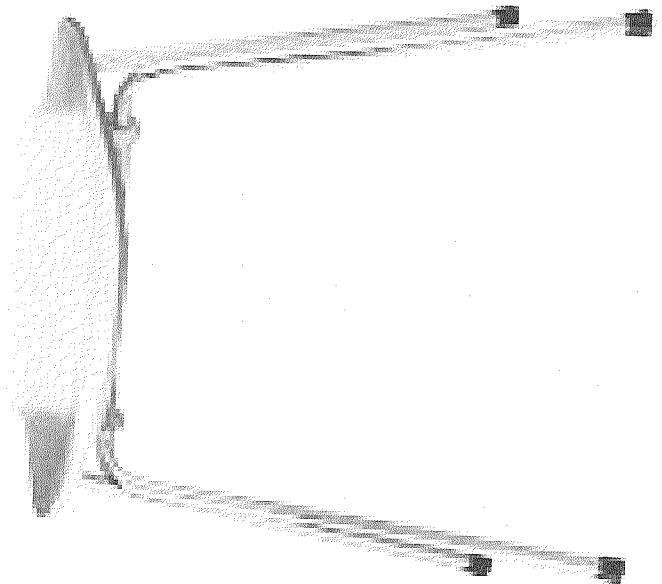
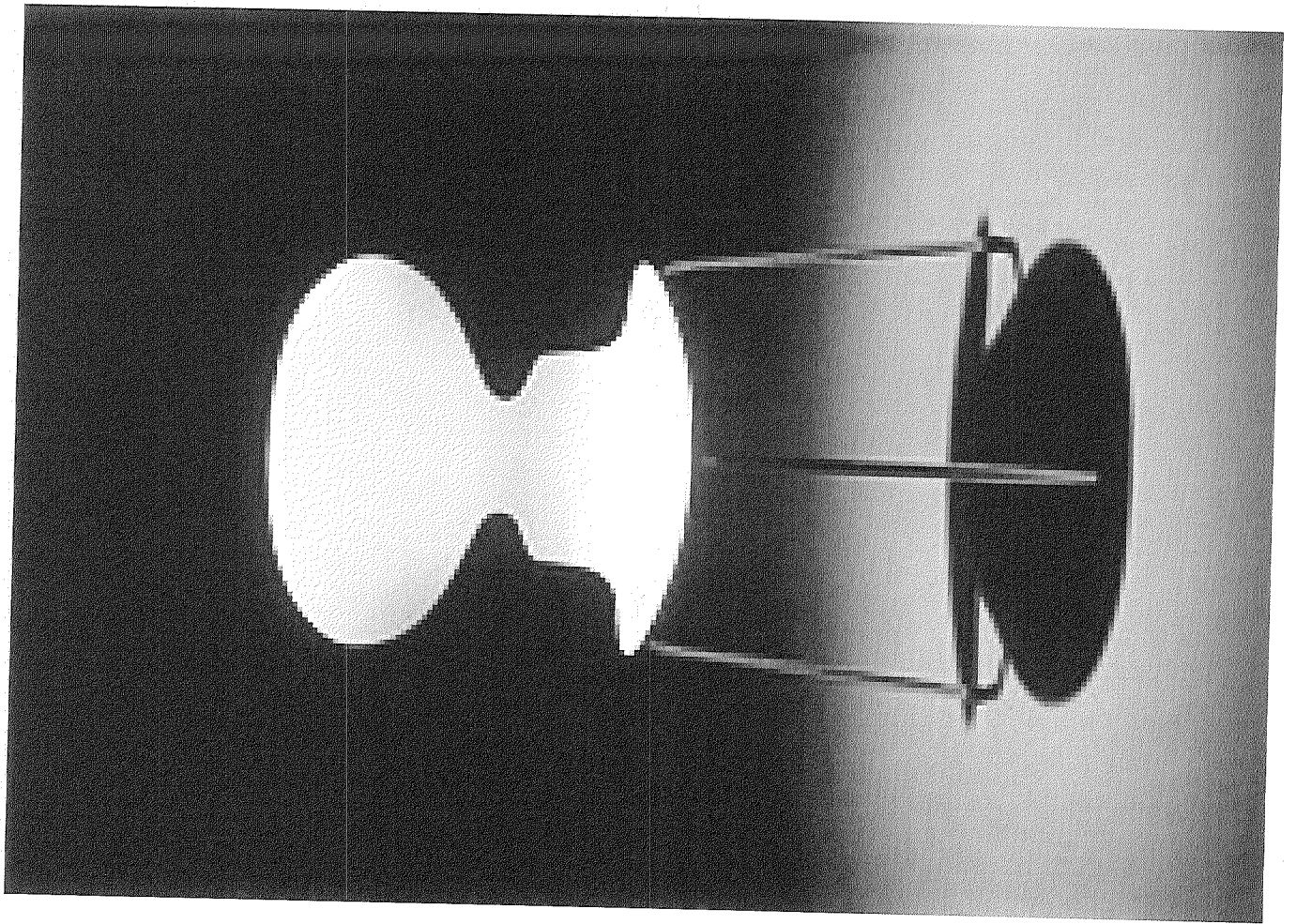
DESCRIPTION: SIDE CHAIR

**LOCATION: MULTIPURPOSE RM, STORYTELLING
RM, ARTS& CRAFTS ROOM**

PRODUCT IMAGE



NOTES:



PROJECT: MIAMI BEACH REGIONAL LIBRARY

PROJECT#: 98011.03

**SHIP TO: MIAMI BEACH REGIONAL LIBRARY
227 22nd STREET
MIAMI BEACH, FL 33139**

DESCRIPTION: SIDE CHAIR

**LOCATION: MULTIPURPOSE RM, STORYTELLING
RM, ARTS& CRAFTS ROOM**

PRODUCT IMAGE

Lacquer/Lazur

Frost
FL710/FZ715

Lazur

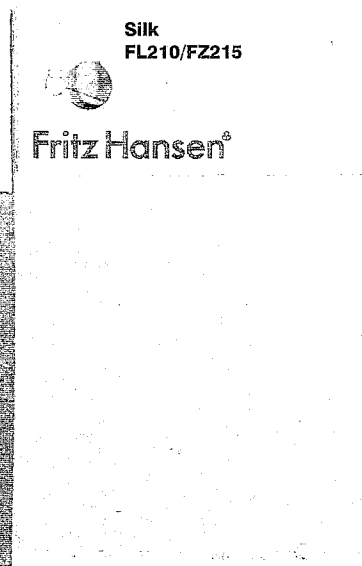
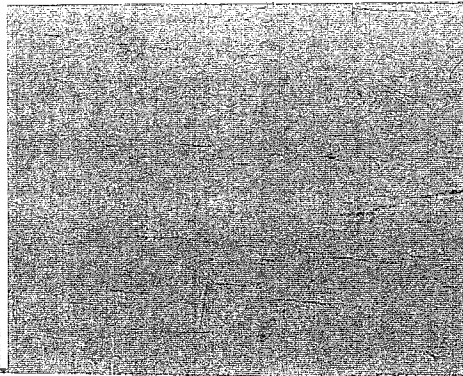
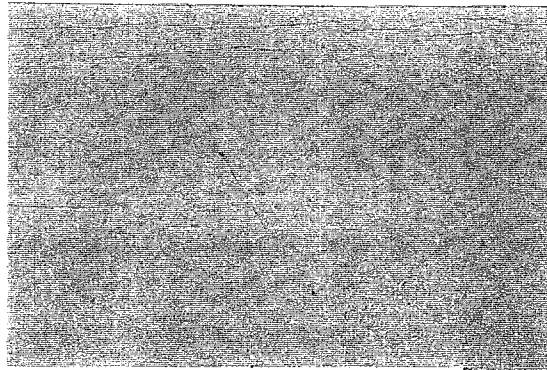
Limette
FL910/FZ915

Silk
FL210/FZ215

KnollStudio | Fritz Hansen®

Studio | Fritz Hansen®

Fritz Hansen®



NOTES:

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF 204 CHAIRS FOR THE REGIONAL LIBRARY FROM FRITZ HANSEN, THE SOLE SOURCE MANUFACTURER OF THE CHAIRS, AT A TOTAL COST OF \$49,530.

WHEREAS, the Miami-Dade Public Library System (MDPLS) in consultation with the firm of Robert A.M. Stern Architects selected the Arne Jacobsen Ant Chair (the "Chair") manufactured by Fritz Hansen for the new Miami Beach Regional Library(the "Library"); and

WHEREAS, Fritz Hansen is the sole source provider and manufacturer of this chair; and

WHEREAS, MDPLS has requested the purchase of 204 chairs and 15 dollies at a total cost of \$49,530; and

WHEREAS, agreement by and between the MDPLS and the City of Miami Beach (the "City") requires that the City purchase the furniture, fixtures, and equipment for the Library. Said agreement requires MDPLS to maintain and service all furniture, fixtures and equipment; and

WHEREAS, all furniture and equipment (i.e., computers) have been ordered via State of Florida and Miami-Dade County contracts; however, the purchase of the Arne Jacobsen Ant Chair was not available on any contract; and

WHEREAS, the Administration recommends that the chair be purchased from Fritz Hansen, the sole source manufacturer.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the purchase of 204 chairs for the Miami Beach Regional Library from Fritz Hansen, the sole source manufacturer of the chairs, at a total cost of \$49,530.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003


ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

T:\AGENDA\2003\oct1503\consent\Antchairssolesource reso.doc


City Attorney *DT* 10-2-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving Amendment 3 To The City's Agreement With EDAW For The Design Of The Flamingo Neighborhood Improvement Project By Increasing The Fee By \$63,298 For Additional Geotechnical And Engineering Services Required To Support The Design Of Water Main And Storm Water Improvements, And Appropriating \$63,298 For Said Services As Follows: \$45,335.53 From Stormwater Bonds Series 2000 And \$17,962.47 From Water And Sewer Bonds Series 2000.

Issue:

Shall the City amend its agreement with EDAW for the design of the Flamingo Neighborhood Right of Way Improvement Project by increasing the not to exceed fee by an amount of \$63,298 to provide for additional services required to support the design of water main and storm water improvements?

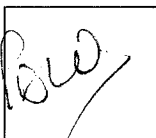
Item Summary/Recommendation:

On July 18, 2001, the City executed an agreement with EDAW for the design of the Flamingo Neighborhood Right of Way Improvement Project with a not to exceed fee of \$1,840,000. Amendments One and Two to the contract for, respectively, the design of Meridian Avenue improvements and improvements within the South Pointe RDA and City Center RDA, were approved on 9/11/02. As project construction design has progressed, a need has been identified for additional geotechnical investigation services required to effectively design water main and storm water improvements. These services determine the ability of soil and underground conditions to support utility improvements and are therefore integral to the determination of the proper location of the improvements. Although \$25,000 in reimbursables was included in the original EDAW contract to cover these services, the proposed utility improvements as designed to date will require substantial additional geotechnical investigation services. EDAW solicited three proposals for the required services, the lowest of which was \$88,298 submitted by GEOSOL (Attachment A); this fee proposal covers the additional work as well as the original work on which the \$25,000 approved reimbursable amount was based, so the amount of the additional services required is \$63,298. The ROW Improvements Program Manager Hazen and Sawyer recommends that the City proceed with an amendment to EDAW's agreement in the amount of \$63,298. The Administration recommends approval of the resolution.

Advisory Board Recommendation:

NA

Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|--|--------------|-------------|-----------------------------------|----------|
|  Finance Dept. | 1 | \$45,335.53 | Stormwater Bonds Series 2000 | |
| | 2 | \$17,962.47 | Water and Sewer Bonds Series 2000 | |
| | 3 | | | |
| | 4 | | | |
| | Total | \$63,298.00 | | |

City Clerk's Office Legislative Tracking:

Donald Shockey, CIP Office 

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|---|---|
|  |  |  |

T:\AGENDA\2003\oct1503\consent\EDAWgeotech.doc

AGENDA ITEM C7C

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH APPROVING AMENDMENT 3 TO THE CITY'S AGREEMENT WITH EDAW FOR THE DESIGN OF THE FLAMINGO NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT BY INCREASING THE NOT TO EXCEED FEE BY AN AMOUNT OF \$63,298 TO PROVIDE FOR ADDITIONAL GEOTECHNICAL AND ENGINEERING SERVICES REQUIRED TO SUPPORT THE DESIGN OF WATER MAIN AND STORM WATER IMPROVEMENTS, AND APPROPRIATING \$63,298 FOR SAID SERVICES AS FOLLOWS: \$45,335.53 FROM STORMWATER BONDS SERIES 2000 AND \$17,962.47 FROM WATER AND SEWER BONDS SERIES 2000.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 18, 2001, the City executed a professional services agreement with EDAW for the planning and design of the Flamingo Neighborhood Right of Way Improvement Project with a not to exceed fee of \$1,840,000. Amendments One and Two to the contract for, respectively, the design of Meridian Avenue improvements and improvements within the South Pointe RDA and City Center RDA, were approved on 9/11/02; Amendment One increased the total contract fee by \$35,999 and Amendment 2 by \$278,806 for a total fee of \$2,154,805.

As project construction design has progressed, a need has been identified for additional geotechnical investigation services required to effectively design water main and storm water improvements. These services determine the ability of soil and underground conditions to support utility improvements and are therefore integral to the determination of the proper location of the improvements.

In anticipation of the project's need for geotechnical services, a total of \$25,000 in reimbursables was included in the original EDAW contract to provide for ten standard penetration test borings and ninety eight auger borings. The proposed stormwater and water line improvements as designed to date will require substantial additional investigation services. EDAW solicited three proposals for the required services, the lowest of which was \$88,298 submitted by GEOSOL (Attachment A); this fee proposal covers the

Commission Memorandum
EDAW Flamingo Agreement Amendment 3
October 15, 2003
Page 2 of 2

additional work as well as the original work on which the \$25,000 approved reimbursable amount was based, so the total amount of the additional services required is \$63,298.

This additional work will constitute Amendment 3 to EDAW's agreement for the design of Flamingo Neighborhood Improvements and increase the total contract fee to \$2,154,805. The funding for this item will be provided proportionately from contingency allocations of stormwater bond and water and sewer bond project funding. The ROW Improvements Program Manager Hazen and Sawyer recommends that the City proceed with an amendment to EDAW's agreement in the amount of \$63,298. The Administration recommends approval of the resolution.

T:\AGENDA\2003\oct1503\consent\EDAWgeotechmemo.doc

ATTACHMENT A

August 8, 2003

EDAW, Inc.
777 17th Street, Suite 200
Miami Beach, FL 33139

Attention: Mr. Cesar M. Garcia-Pons
Senior Associate

Re: Technical Proposal for
Storm Drainage and Water Distribution Improvements
Between 5th and 16th Street
From West of Alton Road to of East Ocean Drive
City of Miami Beach, Florida
GEOSOL Proposal No. P-203273-C

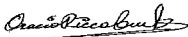
Dear Mr. Garcia-Pons:

Geosol, Inc. (GEOSOL) is pleased to submit this technical proposal to provide geotechnical testing and engineering services for the above-referenced project. Included herein is an estimate of the work effort and anticipated approach, based on our understanding of the project.

The attached proposal briefly discusses our understanding of the project based on the design information provided by Mr. Mauricio Paredes, P.E. of Burns & McDonnell Engineering, Inc. (B&M) on July 15 and 17, 2003. Our services will be performed in order to provide geotechnical information for the preparation of Design and Construction level documents for this project. The attached recommended testing and field exploration program briefly discusses our understanding of the project. This proposal is based on the information provided, our experience in the area, and our experience with similar projects.

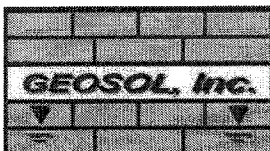
GEOSOL appreciates your consideration of our firm to undertake this project. If you have any questions or need additional information, please do not hesitate to call our office.

Sincerely,
GEOSOL, INC.



Oracio Riccobono, P.E.
Senior Geotechnical Engineer / President

Attachments: Fee Proposal
cc: Project File (1)



6020 N.W.153rd Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235;
E-mail: geosolusa@aol.com

INTRODUCTION

Geosol, Inc. (GEOSOL) is pleased to submit this technical proposal to provide geotechnical testing and engineering services for the proposed Storm Drainage and Water Distribution Improvements project between 5th and 16th Street, from west of Alton Road to east of Ocean Drive in the City of Miami Beach. As part of this project, new drainage and water distribution lines will be constructed. In addition, the project improvements include milling the existing pavement surface and constructing a bituminous overlay to rehabilitate numerous existing roadway pavements.

The scope of our work for the project, as requested, will include the performance of soil borings, performance of borehole percolation testing, collection of asphalt pavement cores from the existing roadways, laboratory testing, data evaluation, geotechnical engineering analysis, construction suggestions and considerations.

PROJECT APPROACH

Our services for this project will consist of providing geotechnical exploration and engineering services in general accordance with the Florida Department of Transportation (FDOT) "Soils and Foundations Handbook (2000)" and the Miami-Dade County requirements for subsurface explorations. Our geotechnical study will begin with a review of all the available subsurface test data. Expected sources include the Miami-Dade County Soil Survey, USGS Maps and any other information that could be obtained from The Designer. We have developed a recommended testing and field exploration program in accordance with the requirements of similar projects and industry standards. A quantity of borings and a summary of the proposed testing and field exploration programs is enclosed herewith for your review and comments.

PURPOSE AND SCOPE OF SERVICES

After review and acceptance of the proposed laboratory testing and field exploration programs by EDAW, we will proceed with the testing program. We anticipate this testing program will generally consist of the following services:

1. Perform site reconnaissance and locate and coordinate for utilities that may interfere with the drilling operations.



2. File permits required for maintenance of traffic (MOT) since the drilling operations will affect the roadway traffic control.
3. Perform Standard Penetration Test (SPT) borings for evaluation of the existing subsurface materials and suitability of these soils for support of the proposed storm drainage lines. The SPT borings will be drilled to depths of ranging from 10 to 25 feet below the existing grades. The deeper borings will be used to provide geotechnical recommendations for ground support needed during temporary excavations such as steel sheet piles. The SPT and soil sampling will be performed continuously in the upper 10 feet and at five (5)-foot intervals thereafter until the boring termination depths.
4. Perform Standard Penetration Test (SPT) borings for evaluation of the existing subsurface materials and suitability of these soils for support of the proposed water distribution lines. The SPT borings will be drilled to depths of ranging from 10 to 15 feet below the existing grades. The SPT and soil sampling will be performed continuously in the upper 10 feet and at five (5)-foot intervals thereafter until the boring termination depths.
5. Perform borehole exfiltration tests for general evaluation of drainage properties of the subsurface materials and French drains.
6. Collect asphalt pavement cores of the existing roadways for determination of existing pavement thickness.
7. Visually examine all recovered soil samples in the laboratory. Perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System (USCS). The laboratory testing will include grain-size analyses, organic content and natural moisture content. We understand that environmental corrosion testing (pH, chlorides, sulfates and resistivity) is not required.
8. Measure groundwater levels in the boreholes.



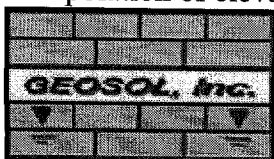
The total number of borings and tests are as follows:

- 30 SPT borings to depths of 10 feet (for storm drainage lines)
- 30 SPT borings to depths of 25 feet (for storm drainage lines)
- 25 SPT borings to depths of 10 feet (for water distribution lines)
- 25 SPT borings to depths of 15 feet (for water distribution lines)
- 10 Borehole Exfiltration tests to depths of 15 feet (for storm drainage lines)
- 40 Asphalt pavement cores (for roadway milling and resurfacing)

The data will be used in performing design level geotechnical evaluations and to prepare a geotechnical engineering report containing the results of the subsurface exploration and laboratory testing programs. The report will contain the following information:

1. General assessment of area geology.
2. Suitability of the existing shallow soils and groundwater conditions for foundation support of the proposed storm drainage and water distribution lines.
3. Suitability of materials at the site for use as engineered fill, railroad/pavement subgrade fill and general backfill. Engineering criteria for placement and compaction of approved fill materials.
4. General location and description of potential deleterious materials encountered in the borings that may interfere with construction progress or pipe line and pavement performance.
5. Discussion of some critical design or construction considerations based on the soil and groundwater conditions developed from the borings.
6. Report of Core Boring Sheets summarizing the results of the field and laboratory testing data for inclusion in the construction documents.
7. Field Drainage Test results.
8. Asphalt pavement thickness measurements.

For location of our borings, we assume that surveyors will verify the boring elevations and locations after they have been performed or that you will provide topographic cross-sections to allow interpolation of elevations.



Traffic Control

The work will be coordinated to minimize the amount of traffic disruption. Flagmen, barricades and signs will be used in accordance with Index 600 Series of the FDOT Roadway and Traffic Design Standards to allow for continuous traffic flow.

Geotechnical Report

A geotechnical engineering report is anticipated for this study. The report will present the results of the field investigation with site preparation and/or improvement, geotechnical engineering properties and geotechnical engineering recommendations. The report will contain results of the field and laboratory testing including index property tests (grain-size analyses, organic content and moisture content) for classification of the various strata. Additionally, the report will contain the results of asphalt pavement coring to be used in pavement design. All borings will be plotted with the latest AutoCAD Version.

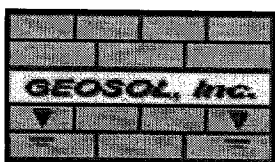
SCHEDULE

We estimate a time requirement of about five (5) weeks to complete the field work after we receive formal notice to proceed. The laboratory testing program will take about one (1) week to complete. The geotechnical report is expected to require two (2) additional weeks for completion. Therefore, we estimate that we will submit the geotechnical report approximately 8 weeks after we receive notice to proceed.

For location of our borings, we assume that your surveyor will verify the elevations and locations after they have been performed.

FEES

Based on our interpretation of the Scope of Services for this project, as well as the previously described field and laboratory testing programs, we are willing to complete the services outlined in this proposal for a lump sum of **\$88,298.00**. A detailed fee proposal is presented in the attachments for your review.



Storm Drainage and Water Distribution Improvements
Between 5th and 16th Street (From West of Alton Road to East of Ocean Drive)
City of Miami Beach, Florida
GEOSOL Proposal No. P-203273-C

6

GEOSOL appreciates your consideration of our firm to undertake this project. To formally authorize us kindly indicate so by signing and returning the following Acceptance Sheet of Geotechnical Services.

ACCEPTANCE SHEET OF GEOTECHNICAL SERVICES

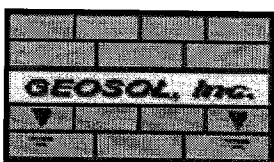
AGREED TO THIS _____ DAY OF _____, 2003

BY: _____

PLEASE PRINT NAME: _____

TITLE: _____

FIRM: _____



Storm Drainage and Water Distribution Improvements
Between 5th and 16th Street (From West of Alton Road to East of Ocean Drive)
City of Miami Beach, Florida
GEOSOL Proposal No. P-203273-C

7

ATTACHMENT

Fee Proposal



GEOSOL, INC.

REVISED FEE PROPOSAL FOR PERFORMANCE OF GEOTECHNICAL SERVICES FOR STORM DRAINAGE AND WATER DISTRIBUTION IMPROVEMENTS BETWEEN 5th AND 16th STREET (FROM WEST OF ALTON ROAD TO EAST OCEAN DRIVE) CITY OF MIAMI BEACH, FL

PREPARED FOR: BURNS & McDONNELL
PREPARED: JULY 23, 2003; REVISED: AUGUST 06 AND AUGUST 07, 2003
GEOSOL PROPOSAL No.: P-203273-C

ASSUMPTIONS:

1. THE PROJECT LENGTH IS APPROXIMATELY 50,440 FEET LONG. APPROXIMATELY, 110 TEST BORINGS WILL BE REQUIRED AS OUTLINED BELOW.
2. THIS PROPOSAL INCLUDES PERFORMANCE OF TEST BORINGS THROUGH THE EXISTING ROADWAYS FOR STORMLINE REPLACEMENT TO DEPTHS RANGING FROM 10 TO 25 FEET. THE BORINGS WILL BE SPACED AT 500 FEET INTERVALS.
3. THE 25-FOOT DEEP BORINGS WILL BE REQUIRED TO PROVIDE RECOMMENDATIONS FOR TEMPORARY STEEL SHEET PILES AS REQUIRED.
4. WE ESTIMATE THAT FOR STORMLINE REPLACEMENT, 30 TEST BORINGS TO 10 FEET AND 30 TEST BORINGS TO 25 FEET WILL BE REQUIRED.
5. THIS PROPOSAL INCLUDES PERFORMANCE OF TEST BORINGS THROUGH THE EXISTING ROADWAYS FOR WATER DISTRIBUTION TO DEPTHS RANGING FROM 10 TO 15 FEET. THE BORINGS WILL BE SPACED AT 500 FEET INTERVALS.
6. WE ESTIMATE THAT FOR WATER DISTRIBUTION, 25 TEST BORINGS TO 10 FEET AND 25 TEST BORINGS TO 15 FEET WILL BE REQUIRED.
7. THE PROJECT WILL ALSO REQUIRE PERFORMANCE OF BOREHOLE PERCOLATION TESTS; WE ASSUMED 10 TESTS TO DEPTHS OF 15 FEET.
8. THE PROJECT WILL ALSO REQUIRE COLLECTION OF ASPHALT PAVEMENT CORES FOR MILLING AND RESURFACING EVALUATIONS. WE HAVE ASSUMED A TOTAL OF 40 PAVEMENT CORES SPACED EVENLY SPACED THROUGHOUT THE PROJECT.
9. THE FOLLOWING FEE PROPOSAL WAS DISCUSSED WITH HAZEN AND SAWYER AND BURNS McDONNELL ON 8/7/03.

| DESCRIPTION | UNITS | # OF UNITS | UNIT RATE/ft | TOTAL \$ |
|--|-------|------------|--------------|--------------------|
| 1. FIELD INVESTIGATION | | | | |
| 1.1. ROADWAYS | | | | |
| 1.1 SPT BORINGS: TOTAL OF 110 BORINGS (55 TO 10 FEET DEEP, 25 TO 15 FEET DEEP & 30 TO 25 FEET DEEP) | | | | |
| 1.1.1 SPT BORINGS TO DEPTHS OF 10 TO 25 FT IN DEPTH | | | | |
| 0 to 25 FEET Deep | FEET | 1675 | \$10.00 | \$16,750.00 |
| 1.1.2 Temporary Casing Allowance (3-INCH Diameter) | | | | |
| 0 to 25 FEET Deep | FEET | 1455 | \$4.00 | \$5,820.00 |
| 1.1.3 Grouting of Borehole (Includes Asphalt Patching) | | | | |
| 0 to 25 FEET Deep | FEET | 1675 | \$4.00 | \$6,700.00 |
| SUB-TOTAL (SPT BORINGS) | | | | \$29,270.00 |
| 1.2 PERCOLATION TESTS - 10 TEST LOCATIONS ASSUMED | | | | |
| 1.2.1 Ten (10) Borehole Percolation Test Locations to Depths of 15 Feet | EACH | 10 | \$300.00 | \$3,000.00 |
| 1.2.2 Grout Seal Boreholes | FEET | 150 | \$4.00 | \$600.00 |
| SUB-TOTAL (PERCOLATION TESTS) | | | | \$3,600.00 |
| 1.3 ASPHALT PAVEMENT CORING | | | | |
| 1.3.1 Pavement Cores - Asphalt | EACH | 40 | \$100.00 | \$4,000.00 |
| 1.3.2 Grout Seal Boreholes / Patching | EACH | 40 | \$20.00 | \$800.00 |
| SUB-TOTAL (PAVEMENT CORING) | | | | \$4,800.00 |
| 2. MOBILIZATION/DEMobilIZATION, BORING LAYOUT, COORDINATION & UNDERGROUND UTILITY CLEARANCE | | | | |
| 2.1 Mobilization/ Demobilization of Truck Mounted Drill Rig | EACH | 5 | \$250.00 | \$1,250.00 |
| 2.2 Project Engineer | HOURL | 16 | \$80.00 | \$1,280.00 |
| 2.3 Engineer Intern | HOURL | 24 | \$60.00 | \$1,440.00 |
| 2.4 Cones/Flags/Signs/Boards | DAY | 24 | \$200.00 | \$4,800.00 |
| 2.5 Message Board | DAY | 24 | \$150.00 | \$3,600.00 |
| 2.6 Arrow Board | DAY | 24 | \$100.00 | \$2,400.00 |
| 2.7 Senior Engineering Technician | HOURL | 64 | \$55.00 | \$3,520.00 |
| 2.8 Flagman for Maintenance of Traffic (Assume 24 days @ 8 hours/day) | HOURL | 192 | \$40.00 | \$7,680.00 |
| 2.9 Off Duty Policeman (Assume 24 days at 8 hours per day) | HOURL | 192 | \$35.00 | \$6,720.00 |
| SUB-TOTAL (MOB/DEMOB COORDINATION & UTILITY CLEARANCE) | | | | \$32,690.00 |
| TOTAL FIELD INVESTIGATION | | | | \$70,360.00 |



GEOSOL, INC.
REVISED FEE PROPOSAL FOR PERFORMANCE OF GEOTECHNICAL SERVICES
FOR STORM DRAINAGE AND WATER DISTRIBUTION IMPROVEMENTS
BETWEEN 5th AND 16th STREET (FROM WEST OF ALTON ROAD TO EAST OCEAN DRIVE)
CITY OF MIAMI BEACH, FL

PREPARED FOR: BURNS & McDONNELL
 PREPARED: JULY 23, 2003; REVISED: AUGUST 06 AND AUGUST 07, 2003
 GEOSOL PROPOSAL No.: P-203273-C

ASSUMPTIONS:

1. THE PROJECT LENGTH IS APPROXIMATELY 50,440 FEET LONG. APPROXIMATELY, 110 TEST BORINGS WILL BE REQUIRED AS OUTLINED BELOW.
2. THIS PROPOSAL INCLUDES PERFORMANCE OF TEST BORINGS THROUGH THE EXISTING ROADWAYS FOR STORMLINE REPLACEMENT TO DEPTHS RANGING FROM 10 TO 25 FEET. THE BORINGS WILL BE SPACED AT 500 FEET INTERVALS.
3. THE 25-FEET DEEP BORINGS WILL BE REQUIRED TO PROVIDE RECOMMENDATIONS FOR TEMPORARY STEEL SHEET PILES AS REQUIRED.
4. WE ESTIMATE THAT FOR STORMLINE REPLACEMENT, 30 TEST BORINGS TO 10 FEET AND 30 TEST BORINGS TO 25 FEET WILL BE REQUIRED.
5. THIS PROPOSAL INCLUDES PERFORMANCE OF TEST BORINGS THROUGH THE EXISTING ROADWAYS FOR WATER DISTRIBUTION TO DEPTHS RANGING FROM 10 TO 15 FEET. THE BORINGS WILL BE SPACED AT 500 FEET INTERVALS.
6. WE ESTIMATE THAT FOR WATER DISTRIBUTION, 25 TEST BORINGS TO 10 FEET AND 25 TEST BORINGS TO 15 FEET WILL BE REQUIRED.
7. THE PROJECT WILL ALSO REQUIRE PERFORMANCE OF BOREHOLE PERCOLATION TESTS; WE ASSUMED 10 TESTS TO DEPTHS OF 15 FEET.
8. THE PROJECT WILL ALSO REQUIRE COLLECTION OF ASPHALT PAVEMENT CORES FOR MILLING AND RESURFACING EVALUATIONS. WE HAVE ASSUMED A TOTAL OF 40 PAVEMENT CORES SPACED EVENLY SPACED THROUGHOUT THE PROJECT.
9. THE FOLLOWING FEE PROPOSAL WAS DISCUSSED WITH HAZEN AND SAWYER AND BURNS McDONNELL ON 8/7/03.

DESCRIPTION

UNITS # OF UNIT TOTAL
 UNITS RATE/ft \$

3. LABORATORY PROGRAM

| | | | | |
|---|------|----|----------|------------|
| 3.1 Engineer Intern for Visual Examination of Samples | HOUR | 32 | \$60.00 | \$1,920.00 |
| 3.2 Engineer Intern for Subsurface Stratification | HOUR | 16 | \$60.00 | \$960.00 |
| 3.3 Grain Size Analyses | EACH | 30 | \$45.00 | \$1,350.00 |
| 3.4 Natural Moisture Test | EACH | 30 | \$10.00 | \$300.00 |
| 3.5 Organic Content Test | EACH | 20 | \$40.00 | \$800.00 |
| 3.6 Corrosion Series (pH, Chloride, Sulfate, Resistivity) | EACH | 0 | \$120.00 | \$0.00 |

TOTAL LABORATORY PROGRAM

\$5,330.00

TOTAL FIELD AND LABORATORY PROGRAM

\$75,690.00

4. ENGINEERING AND TECHNICAL SERVICES

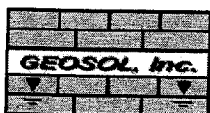
| | | | | |
|--|------|----|----------|------------|
| 4.1 Senior Project Engineer (P.E.) | HOUR | 16 | \$115.00 | \$1,840.00 |
| 4.2 Project Engineer (P.E.) | HOUR | 64 | \$80.00 | \$5,120.00 |
| 4.3 Engineer Intern (E.I.) | HOUR | 32 | \$60.00 | \$1,920.00 |
| 4.4 Technical Draftsman | HOUR | 48 | \$45.00 | \$2,160.00 |
| 4.5 Secretarial/word Processing | HOUR | 16 | \$38.00 | \$608.00 |
| 4.6 Project Engineer (For Meetings, Data Collection, & Coordination) | HOUR | 12 | \$80.00 | \$960.00 |

TOTAL ENGINEERING SERVICES

\$12,608.00

TOTAL GEOTECHNICAL FEES FOR PROJECT

\$88,298.00



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH APPROVING AMENDMENT 3 TO THE CITY'S AGREEMENT WITH EDAW FOR THE DESIGN OF THE FLAMINGO NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT BY INCREASING THE NOT TO EXCEED FEE BY AN AMOUNT OF \$63,298 TO PROVIDE FOR ADDITIONAL GEOTECHNICAL AND ENGINEERING SERVICES REQUIRED TO SUPPORT THE DESIGN OF WATER MAIN AND STORM WATER IMPROVEMENTS, AND APPROPRIATING \$63,298 FOR SAID SERVICES AS FOLLOWS: \$45,335.53 FROM STORMWATER BONDS SERIES 2000 AND \$17,962.47 FROM WATER AND SEWER BONDS SERIES 2000.

WHEREAS, on July 18, 2001, the City executed a professional services agreement with EDAW for the planning and design of the Flamingo Neighborhood Right of Way Improvement Project with a not to exceed fee of \$1,840,000; and

WHEREAS, Amendments One and Two to the contract for, respectively, the design of Meridian Avenue improvements and improvements within the South Pointe RDA and City Center RDA, were approved on 9/11/02; and

WHEREAS, Amendment One increased the total contract fee by \$35,999 and Amendment Two by \$278,806 for a total fee of \$2,154,805; and

WHEREAS, as project construction design has progressed, a need has been identified for additional geotechnical investigation services required to effectively design water main and storm water improvements by allowing the ability of soil and underground conditions to support utility improvements to be determined; and

WHEREAS, in anticipation of the project's need for geotechnical services, a total of \$25,000 in reimbursables was included in the original EDAW contract to provide for ten standard penetration test borings and ninety eight auger borings; and

WHEREAS, the proposed stormwater and water line improvements as designed to date will require substantial additional investigation services; and

WHEREAS, EDAW solicited three proposals for the required additional services, the lowest of which was \$88,298 submitted by GEOSOL, Inc.; and

WHEREAS, said estimate includes the required additional work as well as the original work on which the \$25,000 approved reimbursable amount was based resulting in total additional services of \$63,298; and

WHEREAS, the additional work will constitute Amendment 3 to EDAW's agreement

for the design of Flamingo Neighborhood Improvements and increase the total contract fee to \$2,154,805; and

WHEREAS, the funding for this item will be provided proportionately from contingency allocations of stormwater bond and water and sewer bond project funding; and

WHEREAS, the ROW Improvements Program Manager Hazen and Sawyer recommends that the City proceed with an amendment to EDAW's agreement in the amount of \$63,298;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION of the City of Miami Beach, Florida, that the Mayor and City Commission approve Amendment 3 to the City's Agreement with EDAW for the design of the Flamingo Neighborhood Right of Way Improvement Project by increasing the not to exceed fee by an amount of \$63,298 to provide for additional geotechnical and engineering services required to support the design of water main and storm water improvements, and appropriating \$63,298 for said services as follows: \$45,335.53 from Stormwater Bonds Series 2000 and \$17,962.47 from Water and Sewer Bonds Series 2000.

PASSED, ADOPTED AND APPROVED this 15th day of October, 2003.

ATTEST:

MAYOR:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10/16/03
City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving Additional Design Services for rear easement waterline relocation efforts for Reynolds, Smith And Hills, A/E Consultant for the La Gorce Right Of Way (ROW) Improvement Project; and further appropriating an amount not to exceed \$35,999, from Series 2000 Water & Sewer Bonds.

Issue:

Should the City Commission approve additional design services in the amount of \$35,999 to implement CIP's Rear Easement Waterline Relocation Program in the La Gorce Neighborhood Improvement Project?

Item Summary/Recommendation:

153 private homes in the La Gorce Neighborhood receive water service from waterlines located in rear ROW easements or access alleys behind the homes. This amendment provides additional services for Reynolds, Smith, and Hills, to implement the necessary design, permitting and bid and award services to facilitate the placement and reconnection of water meters to locations in sidewalks in front of homes from the rear of homes where they are currently located. This situation obscures the water meters and waterlines, impeding City staff from reading the meters and providing service for the lines. Removing the encroachments, which include structures, to replace the deteriorated waterlines is cost prohibitive. It is anticipated that the majority of work with the exception of meter reconnection will be implemented via a trenchless technology. The additional services provided by this Amendment No. 3 will be in tandem with the CIP Office's Community Notification plan in the affected area, which is outlined in the CIP Waterline Relocation Policy presented to the Neighborhoods Committee on July 28, 2003. A similar amendment was approved by the Commission for the Normandy Isle Neighborhood at the September 10, 2003 meeting. CIP anticipates that one more amendment of this type will be presented for the Nautilus neighborhood in the near future. Upon approval by the City Commission of Amendment No. 3, the design phase of this relocation effort will commence.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | Amount | | Account | Approved |
|------------------|--------|----------|---------------------------------|----------|
| | 1 | \$35,999 | Series 2000 Water & Sewer Bonds | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

Finance Dept.

City Clerk's Office Legislative Tracking:

Stacy Lotspeich, Senior Capital Project Planner

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

AGENDA ITEM C7D

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ADDITIONAL DESIGN SERVICES; FOR REAR EASEMENT WATERLINE RELOCATION EFFORTS, AS AMENDMENT NO. 3, TO THE SCOPE OF SERVICES OF THE AGREEMENT, DATED SEPTEMBER 5, 2001, WITH REYNOLDS, SMITH AND HILLS, A/E CONSULTANT FOR THE LA GORCE RIGHT OF WAY (ROW) INFRASTRUCTURE IMPROVEMENT PROJECT AND FURTHER APPROPRIATING AN AMOUNT NOT TO EXCEED \$35,999, FROM SERIES 2000 WATER AND SEWER BOND FUNDS FOR SAID SERVICES, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," THE FEE DETAIL, EXHIBIT "B," WATERLINE RELOCATION POLICY AND EXHIBIT "C," THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

153 private homes in the La Gorce Neighborhood receive water service from waterlines located in rear ROW easements or access alleys behind the homes. This amendment provides additional services for Reynolds, Smith, and Hills, to implement the necessary design, permitting and bid and award services to facilitate the placement and reconnection of water meters to locations in sidewalks in front of homes.

The additional services are required to complement the design efforts for the entire neighborhood. Rear easements alleys in many residential neighborhoods have acquired major hardscape and landscape encroachments from adjacent private property owners. This situation obscures the water meters and waterlines, impeding City staff from reading the meters and providing service for the lines. Removing the encroachments, which include structures, to replace the deteriorated waterlines is cost prohibitive.

Therefore, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the ROW, and install new water service lines under private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property. It is anticipated that the majority of work with the exception of meter reconnection will be implemented via a trenchless technology.

The additional services provided by this Amendment No. 3 will be in tandem with the CIP Office's Community Notification plan in the affected area, which is outlined in the CIP Waterline Relocation Policy, attached as Exhibit "B," which was presented to the Neighborhoods Committee on July 28, 2003. Upon approval by the City Commission of Amendment No. 3, the design phase of this relocation effort will commence. The Consultant provided a man-hour projection and fee estimate for the contemplated Additional Services. On September 3, 2003, a negotiation was led on behalf of the City by CIP Assistant Director Jorge Chartrand. The services and associated expenses were developed using the ROW Program's accepted program cost model. The agreed upon fees, attached as Exhibit "A," include a credit back to the City for an adjustment in the number of actual feet of waterline design needed and the associated level of effort of the Consultant. A map showing the Project boundary is attached as Exhibit "C".

The Administration recommends approving additional design services, for rear easement waterline relocation efforts, as Amendment No. 3, to the Scope Of Services of the Agreement, dated September 5, 2001, with Reynolds, Smith And Hills, A/E Consultant for The La Gorce Right Of Way (Row) Infrastructure Improvement Project; and further appropriating an amount not to exceed \$35,999, from Series 2000 Water And Sewer Bond funds for said services, as more particularly described in Exhibit "A," the fee detail, Exhibit "B," Waterline Relocation Policy and Exhibit "C," the geographic area of said additional services.

JMG/RLM/TH/RS/sel

T:\AGENDA\2003\oct1503\consent\La Gorce Amend No 3\La Gorce Amend No 3 MEMO.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ADDITIONAL DESIGN SERVICES FOR REAR EASEMENT WATERLINE RELOCATION EFFORTS, AS AMENDMENT NO. 3 TO THE SCOPE OF SERVICES OF THE AGREEMENT, DATED SEPTEMBER 5, 2001, WITH REYNOLDS, SMITH AND HILLS, A/E CONSULTANT FOR THE LA GORCE RIGHT OF WAY (ROW) INFRASTRUCTURE IMPROVEMENT PROJECT; AND FURTHER APPROPRIATING AN AMOUNT NOT TO EXCEED \$35,999, FROM SERIES 2000 WATER AND SEWER BOND FUNDS FOR SAID SERVICES, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" (THE FEE DETAIL); EXHIBIT "B" (WATERLINE RELOCATION POLICY); AND EXHIBIT "C" (THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES).

WHEREAS, the City has issued 1999 General Obligation (GO) Bonds, Series 2000 Stormwater Revenue Bonds and Series 2000 Water and Sewer Bonds to fund capital improvement projects to provide better service to the City's residents and visitors; and

WHEREAS, on September 5 2001, the Mayor and City Commission executed a Professional Services Agreement with Reynolds, Smith and Hills, Inc. (the Consultant), pursuant to Request for Qualifications (RFQ) No. 10-00/01, for Planning Phase Services for the La Gorce Right of Way Improvement Project; and

WHEREAS, it is necessary to amend this Agreement for additional services requested by the City, and for credit owed the City, for an adjustment in the number of actual feet of waterline design needed, and the associated level of effort of the Consultant; and

WHEREAS, 153 private homes in the La Gorce Neighborhood receive water service from waterlines located in inaccessible, rear right of way easements or access alleys behind the homes, which impede City staff from reading the meters and providing service for the lines; and

WHEREAS, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the ROW, and install new water service lines under private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property; and

WHEREAS, on September 3, 2003, the Consultant and CIP Staff negotiated a fee of \$39,999 for the requested additional services, and a credit of \$4,000, for the deletion of design tasks for 2,265 linear feet of water mains. The total not to exceed amount for this Amendment No. 3 is \$35,999, as more particularly described in Exhibit "A"; and

WHEREAS, the Administration recommends additional design services and accepting credit issued to the City, for the adjustment of watermain design tasks, as Amendment No. 3, to the Agreement dated September 5, 2001, with Reynolds, Smith and Hills, A/E Consultant for the La Gorce Right Of Way (Row) Infrastructure Improvement Project.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve Additional Design Services for rear easement waterline relocation efforts, as Amendment No. 3 to the Scope of Services of the Agreement, dated September 5, 2001, with Reynolds, Smith and Hills, A/E Consultant for the La Gorce Right Of Way (ROW) Infrastructure Improvement Project and further appropriating an amount not to exceed \$35,999, from Series 2000 Water And Sewer Bond funds for said services, as more particularly described in Exhibit "A" (the Fee Detail); Exhibit "B" (Waterline Relocation Policy); and Exhibit "C" (the Geographic Area of Said Additional Services).

PASSED, ADOPTED AND APPROVED this 15th day of October, 2003.

ATTEST:

MAYOR:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-6-03
Date

**A-E FEE NEIGHBORHOOD NO. 5 La Gorce
REYNOLDS, SMITH AND HILLS, INC.
SUMMARY SHEET
WATER SERVICE RELOCATIONS**

| PROJECT INFORMATION | | | | | | | | | | TOTAL COST | |
|---------------------|---|----------|----------|----------|---------|---------|---------|---------|-----|------------|----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 | PLANNING SERVICES | | | | | | | | | | |
| 1.1 | PROJECT KICK-OFF MEETING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.2 | INFRASTRUCTURE PLANNING | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.3 | SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.4 | ALTERNATIVE STREETSCAPE TREATMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.5 | ATTEND "VISIONING" SESSION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.6 | REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.7 | COMMUNITY DESIGN WORKSHOPS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.8 | COMMUNITY DESIGN WORKSHOP NO. 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.9 | COMMUNITY DESIGN WORKSHOP NO. 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.10 | FINAL BASIS OF DESIGN REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2 | DESIGN SERVICES | | | | | | | | | | |
| 2.1 | FIELD VERIFICATION OF EXISTING CONDITIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.2 | DETAILED DRAINAGE DESIGN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.3 | DESIGN / CONSTRUCTABILITY REVIEW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.4 | COST OPINIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.5 | COMMUNITY DESIGN REVIEW MEETINGS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.6 | DOCUMENT REVISIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.7 | PERMITTING REVIEWS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 2.8 | AS CONSULTANT QAYGC OF DESIGN DOCUMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3 | BIDDING AND AWARD SERVICES | | | | | | | | | | |
| 3.1 | CONSTRUCTION CONTRACT DOCUMENT REVIEW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.2 | BID DOCUMENT DELIVERY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.3 | PRE-BID CONFERENCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.4 | ADDENDUM ISSUANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.5 | BID EVALUATION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.6 | CONTRACT AWARD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 3.7 | AS-BID CONTRACT DOCUMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4 | CONSTRUCTION MANAGEMENT SERVICES | | | | | | | | | | |
| 4.1 | PRE-CONSTRUCTION CONFERENCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.2 | WEEKLY CONSTRUCTION MEETINGS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.3 | REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CQCL) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.4 | REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.5 | PROCESSING OF SHOP DRAWINGS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.6 | FIELD OBSERVATION SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 4.7 | PROJECT CLOSEOUT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 5 | ADDITIONAL SERVICES - WATER SERVICE RELOCATIONS | | | | | | | | | | |
| 5.1 | 153 PROPERTIES | 16 | 32 | | | | | | | 48 | \$4,918 |
| 5.2 | Data Collection and Review | 16 | 72 | | | | | | | 148 | \$11,815 |
| 5.3 | Field Verification of Existing Conditions | 20 | 72 | | | | | | | 292 | \$19,525 |
| 5.4 | Develop Relocation Plan | 8 | 4 | | | | | | | 16 | \$1,818 |
| 5.5 | Community Review Meetings | 8 | 4 | | | | | | | 16 | \$1,818 |
| 5.6 | Review Meetings w/ Program Manager | 8 | 4 | | | | | | | 16 | \$1,818 |
| 5.7 | Credit for Deletion of 2,255 LF of WM from the Original Scope of Services | | | | | | | | | | \$4,000 |
| 6 | REIMBURSABLES | | | | | | | | | | |
| 6.1 | REPRODUCTION SERVICES | | | | | | | | | | |
| 6.2 | TRAVEL AND SUBSISTENCE | | | | | | | | | | |
| 6.3 | SURVEYING | | | | | | | | | | \$190 |
| 6.4 | GEOTECHNICAL EVALUATION | | | | | | | | | | |
| 6.5 | UNDERGROUND UTILITY VERIFICATION | | | | | | | | | | |
| | TOTAL HOURS | 0 | 68 | 0 | 184 | 0 | 260 | 10 | 622 | | \$35,998 |
| | TOTAL FEE ESTIMATE | \$151.55 | \$125.42 | \$107.65 | \$90.53 | \$70.30 | \$54.35 | \$41.81 | | | |
| | Hourly Rates | | | | | | | | | | |



EXHIBIT A
THE FEE DETAIL
La Gorce ROW Project Amendment No 3.
October 15, 2003



Exhibit B
Waterline Relocation Policy
La Gorce ROW Project Amendment No. 3
October 15, 2003
Page 1 of 11

Water Service Relocations on Private Property
Proposed Standard Operating Procedure (SOP)

- **Step 1. Create the list of affected Properties ("List")**
 1. Each respective neighborhood ROW Project Consultant shall be responsible for creating a listing of properties ("List") to be affected by the proposed relocation of water service connections from existing rear easements to the public ROW. To create the List, the Consultant will utilize its existing conditions survey, as well conduct of a field verification of affected properties by address. The City's Project Manager and / or Program Manager will monitor the Consultant's work effort and provide assistance as deemed necessary.
 2. The Consultant, pursuant to its professional judgment, shall produce a plan view drawing ("Drawing") of each affected property that clearly illustrates property lines, the property address, existing easements, the public ROW boundary, existing structures, fences, walls, trees, significant landscaping, and the proposed routing of the relocated water service connection. The attached Figure illustrates the typical format to be applied by each Consultant during the performance of this work effort.
- **Step 2. Project Information and Community Meeting Notices**
 1. The Consultant will submit the List and Drawings for each affected property to the CIP Office, through the Program Manager. The Project Manager, District Administrative Assistant and / or Program Manager, through the Public Information – Additional Support Services Task, will verify the correctness of the List provided by the Consultant by comparing the information with available known records such as the Permit Plus System, the Miami-Dade County Appraiser's Office, and any other records that may be available via the Public Works Department and/or the City Clerk's Office. The purpose of this exercise is to determine, to the extent possible, the current property owner (Owner) and his/her address, if different from the property address.



2. Once the property Owner is identified, the CIP Office will prepare and send each affected Owner a package (Package) of information via registered mail. As noted above, it is understood that the Owner may reside at a different address than the affected property. In these cases, information packages will only be forwarded to the Owner, not the occupant, if any, at the affected property.
3. The Package will include an explanation of the Water Service Connection Relocation Program, explaining the reasons for the water service relocation, and providing additional information regarding existing conditions at the affected residence, as demonstrated by the Consultant prepared Drawing noted above. Each package will also contain an "Authorization Form" and a self addressed stamped envelope. In addition, the package will contain a flier announcing a Public Meeting intended to further review the project in further detail and answer any questions Owners may have.
4. An effort shall be made to hold at least two community meetings for affected Owners (Meeting), at least 15 calendar days apart, with the first meeting held no more than 30 days after mailing of the information Package.
5. It is the CIP Office's intent that the Package includes sufficient information so that Owners will provide their executed Authorization Forms at the conclusion of the Meeting. "Declination Forms" will also be made available at the Meeting.
4. The City's Project Manager, assisted by the District Administrative Assistant, will create individual folders (File) for each affected property. This folder will include photographic surveys (reference Step 3 below), the Consultant's Drawing of the affected property, and the Authorization or Declination Form, as applicable.

- **Step 3. Photographic Survey of the Existing Conditions**

1. Each Consultant is tasked with providing the City with a photographic survey of each affected property, as a part of the Drawing preparation task.
2. The photographic survey is intended to illustrate conditions shown on the

Drawing, and must indicate the dates the pictures were taken. For reference tracking purposes, the angle and/or location where each picture was taken from should be indicated on the Drawing.

- **Step 4. Public Meeting and Property Owner Authorization**

1. As noted in Step 2, an advertised Meeting will be held with appropriate CIP Office, Program Manager and Consultant staff in attendance. The File for each affected property will be made available for review by the respective Owner at this meeting.
2. Authorization and Declination Forms to perform work on private property, will be available for Owner execution after the meeting. It will be clearly noted to Owners that CIP office staff cannot accept alterations to either form. Hence, Owners interested in altering either form will be directed to the City Attorney's office. Follow up for these Owners will be in accordance with the process detailed below, or other such direction as may be issued by the City Attorney, or designee.

- **Step 5. Follow-up to Remaining Addresses**

In the event that an affected property Owner does not attend the Meeting described above (Step 4), the CIP office will further seek authorization from the Owner as follows:

1. **Door to door contact.** The Project Manager will review the List and identify all Owners believed to be currently residing on the premises of affected properties. In these cases, the Project Manager, or designee, will attempt to contact and seek approval from those Owners contacting them directly via a site visit. The assigned personnel will clearly display City identification badges in such a manner so that they can be quickly identified as City employees and/or agents. In this effort, all conduct shall exemplify generally accepted standards for business courtesy. The following guidelines will apply:

Scenario 1: The property owner lives in the premises and is present.

The City Representative(s) will introduce themselves, stating their names, titles, City Department and the purpose of their visit. The description of the purpose of the visit shall include a brief overview of the Project, including the specific work involved in relocating their current water service connection from the rear easement to the front of the property, and why this is beneficial to all parties. An explanation of the "Authorization Form" shall be provided. The property owner shall be advised that the City will provide all of this work at no cost to them.

- a) The Owner shall be required to furnish a positive photo identification to confirm his/her identity. Positive photo identification may include an official Florida State Identification Card, a Passport, a Driver's License or other official document. Information regarding the identification shall be filled in the space provided at the bottom of the second page of the "Authorization Form" identified in the "For Office Use Only" box.
- b) Any documentation needed to clearly explain the scope of the proposed work as opposed to the current condition should be brought to this meeting. This may include photographs, sketches, construction documents and other relevant documentation.
- c) The following topics shall be discussed with the Owner: schedule for completion, accommodation to provide access during construction, procedures if there are any complaints and/or concerns, chain of command (the Contractor will not receive direction from the Owner), and an explanation of completion.
- d) If the Owner agrees with the City to authorize the work on his/her property, the Owner will be required to fill out the spaces provided in the Authorization Form and sign accordingly. The City representative(s) in attendance at the meeting may serve as witnesses to the transaction and will fill and sign the appropriate "witness" box. A duplicate copy of the "Authorization Form" must be left with the Owner.
- e) In the event the Owner disagrees and does not accept the City's offer to do the work in his/her property, the City representative(s) in attendance at the meeting will explain the responsibility that the Owner is assuming, including the possibility that the property may be disconnected from public water service, if the Owner does not

complete the work on their own in a timely manner. The Owner will be requested to sign the "Declination Form" which includes a release to the City resulting from the Owner's decision to decline the City's offer to perform the work.

- f) If the owner requests time to review the documents, and/or to consider his/her response, then the City Representative(s) will establish a response schedule of no more than seven (7) calendar days. The City Representative should then attempt to schedule a follow-up meeting to pick-up the executed Authorization Form.
- g) At this point the City Representative will courteously close the meeting, encouraging the Owner to call with any concerns or comments regarding the meeting. The City Representative will then report the outcome of the meeting to the District Supervisor, outlining any concerns and/or problems. The District Supervisor shall decide if any additional follow up is needed.
- h) The City Representative will then return at the agreed time and date, no more than seven (7) calendar days later, to meet with the Owner and receive the executed Authorization Form. If the CIP Office employee cannot make the meeting, then he/she shall make arrangements for another City Representative to attend. A duplicate copy of the "Authorization Form" must be left with the Owner.

Scenario 2: The property owner lives on the premises but is absent

In the event the property Owner lives on the premises but is absent, the City Representative will leave a door hanger with the Authorization and Declination Forms, and a cover letter requesting that the Owner call the CIP Office to schedule a personal meeting.

- a) If the meeting is set, it should be conducted as established in Scenario 1 above.
- b) The owner, after reviewing the door hanger, may decide to request a telephone interview with City staff instead. If a telephone interview is conducted, and the homeowner decides to authorize the work, Scenario 1d above will be followed. In this case, the Owner shall choose his/her own witness, and the document shall be notarized

for certification of identity of the Owner. The document may be left at the property address for City pick up, or it may be mailed to the CIP Office in the pre-stamped envelope enclosed in the original information Package.

- c) In the event the decision of the Owner is to reject the City's offer to perform the work, Scenario 1e shall be followed. Again the Owner shall choose his/her witness, and the document shall be notarized for certification of identity of the Owner. The document may be left at the property address for City pick up, or it may be mailed to the CIP Office in the pre-stamped envelope enclosed in the original information package.

2. Mailing Phase. If door to door contact is not possible, either because:

- The Owner resides in the property and has ignored the City's attempt to contact him/her for seven (7) calendar days, or has refused to sign either of the documents noted above, and a seven (7) calendar day period has elapsed since the last contact between the City and the Owner, or,
- The Owner resides outside of the premises.

The Project Manager will forward, via certified mail with return receipt requested, the Authorization Form, the "Declination Form", a cover letter explaining the issues at hand, sketches and any supporting documents. Under this scenario:

- a) The Project Manager will keep a record of the US Postal Services receipt as a proof of the good faith effort made by the City to make contact with the Owner. All documents filed and returned by mail shall be required to be notarized.
- b) If no further communication from the Owner is received within fifteen (15) calendar days after receipt confirmation, the City may assume that the Owner is declining the City's offer to perform work.
- c) However, as a final good faith effort, the Project Manager will send a second package, identical to the first, with the exception that the "Declination Form" shall be provided and the cover letter shall be

modified to reflect this as the Second and Final Notice. This package will further convey that the City is removing the scope of the work for water service relocation on private property from the construction project, and that the Owner will assume total liability for the final condition after fifteen (15) calendar days lapse following receipt of the said Second and Final Notice. Said documentation shall be filed with the City Clerk.

- d) After this second 15 calendar days (for a minimum total of 30 calendar days), any non-responsive Owner will be considered a negative "Declination" response.
- e) The City will then proceed accordingly, removing all non-responsive properties from the proposed scope of the Contractor's work. In addition, a credit for the deleted work shall be requested from the Contractor.

- **Step 7 Demolition/ Construction Phase**

The following steps will be implemented on all construction projects:

1. It is the Contractor's responsibility to contact all known utility companies to ensure that no conflicts occur between existing and proposed buried improvements on private property. The Project Manager and / or Program Manager will ensure that the Consultant assigns this responsibility in the contract documents. In addition, a written reminder of this requirement will be forwarded to the Contractor prior to commencement of the work.
2. Prior to the commencement of work, the Project Manager and / or Program Manager will verify that a schedule for completion is submitted for each affected property. Each property schedule shall be communicated by the Contractor to each affected Owner / Resident in the form of a door hanger, or similar notification, left at each affected property no more than 48 hours prior to commencement of construction activities on the private property. The City, Program Manager and Contractor will work together to minimize inconvenience to Owners / Residents on the affected property premises.
3. The Contractor shall be the first line of communications with residents for addressing Owners / Residents requests for special accommodations, miscellaneous questions, and other such issues. The Contractor shall provide affected residents with required contact information on the

notification door hanger. The hanger will also note that for **water quality related issues**, residents may contact the CIP Office directly.

4. To establish a baseline condition of the private property, the Contractor will be required to develop a video diary of existing installations in accordance with contract document requirements. The City, Program Manager and Contractor will use this video to verify that "like and kind" conditions remain after construction is completed, in case disputes with Owners/ Residents arise.

- **Step 8 Construction Observation**

Although the Contractor retains full responsibility for implementing requisite means and methods to construct facilities that comply with contract document requirements, the City will be providing "full-time" resident observers to verify progress of the work in compliance with the general intent of the documents. These construction observers are tasked with noting issues of concern, bringing them immediately to the attention of the Program Manager, who will advise the Project Manager and District Supervisor to determine the course of action to be taken.

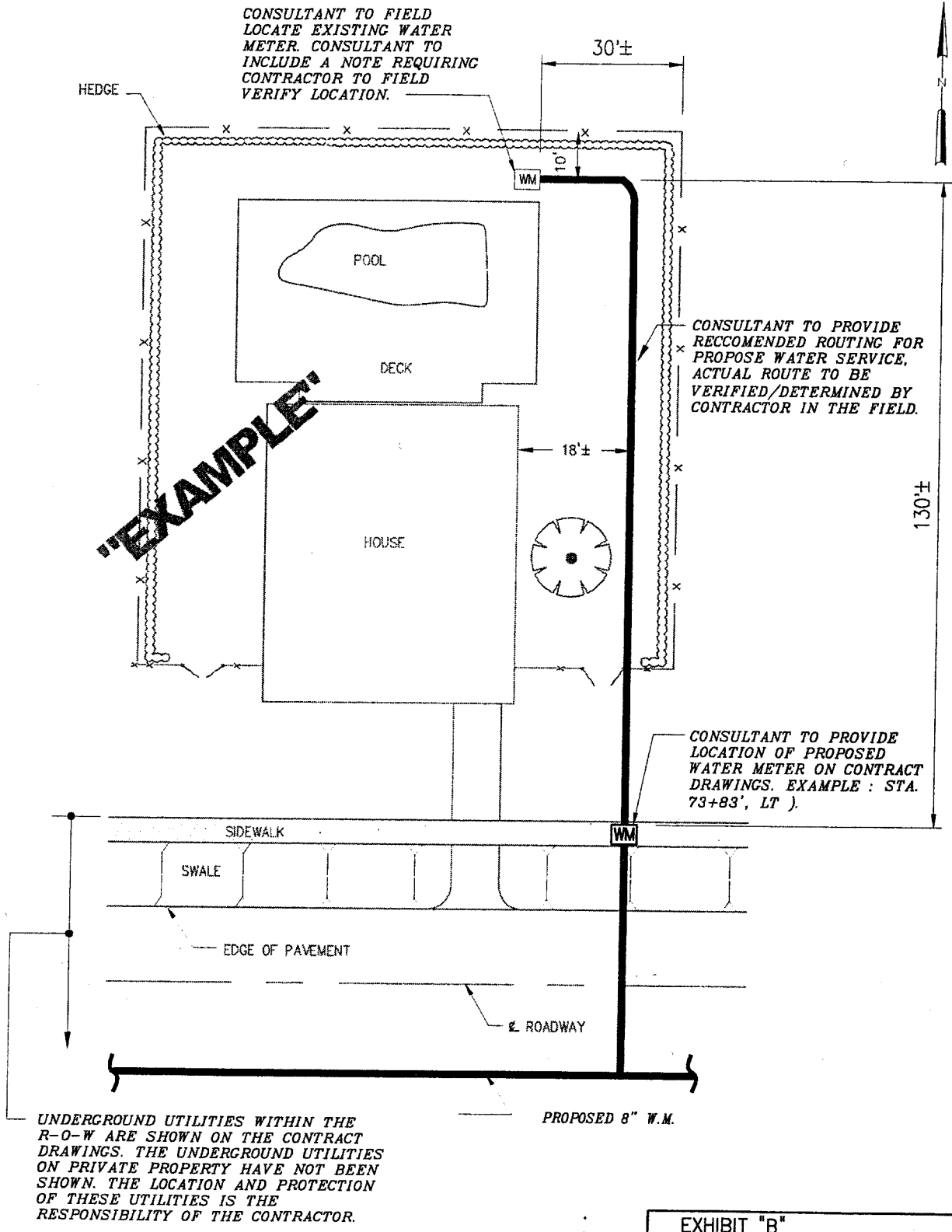
- **Step 9 Final Inspection/ Final Completion**

The Contractor will notify the Program Manager when each individual relocation of private property water service connection is completed. Completion shall mean that the line had been relocated, the existing meter transferred to the new meter box on at the front of the property, that all applicable bacteriological testing and clearances have been received from jurisdictional agencies, that the final connections have been made, the facilities to be abandoned removed have been finalized, and that above ground improvements on private property have been brought back to like and kind conditions, with no outstanding Owner/Resident issues of concern. Such notifications shall be on a case-by-case basis, so requisite Program Manager and City personnel can perform that final checkout of the installation. Note that all dispute resolution with residents will be addressed as noted in Item Nos. 3 and 4 in Step 7 above.

Under this work effort, the Contractor will maintain "record" copies of all installations on private property, to be filed with the record drawings at the completion of the Project.

- **Step 10 Warranty**

All project records will be kept with those of the specific neighborhood Right of Way project. The work completed in private property shall be covered under the same warranty as the other components of the Project.



APPROXIMATE SCALE : 1"=20'-0"±



CITY OF MIAMI BEACH

RIGHT-OF-WAY IMPROVEMENT PROGRAM
 WATER SERVICE/METER RELOCATION PLAN
 Exhibit B
 Waterline Relocation Policy
 La Gorce ROW Project Amendment No. 3

| | |
|--|--|
| EXHIBIT "B" | |
| SAMPLE-WATER SERVICE/ METER RELOCATION PLAN | |
| NORMANDY ISLES/SUD | |
| NEIGHBORHOOD No. 4 | |
| October 15, 2003 Page 10 of 11 | |

4/23/2003 2:45 P.M. - 07 H.L.W.D. - H:\4014\WATER\4014x22.dwg - XREFS. - PS 1=1



(NORTH UP OR
TO THE RIGHT)

4/29/2003 8:57 A.M. - 07 H.L.V.D. - H:\4014\WATER\4014x23.dwg - XREFS: - PS:1=1

APPROXIMATE (MINIMUM) SCALE :1"=20'-0"



CITY OF MIAMI BEACH

RIGHT-OF-WAY IMPROVEMENT PROGRAM
WATER SERVICE/METER RELOCATION PLAN
Exhibit B
Waterline Relocation Policy
La Gorce ROW Project Amendment No. 3

| | |
|--|--|
| [REDACTED] | |
| BASE-WATER SERVICE/ METER RELOCATION PLAN | |
| NEIGHBORHOOD NAME | |
| NEIGHBORHOOD No. _ | |
| October 15, 2003 Page 11 of 11 | |

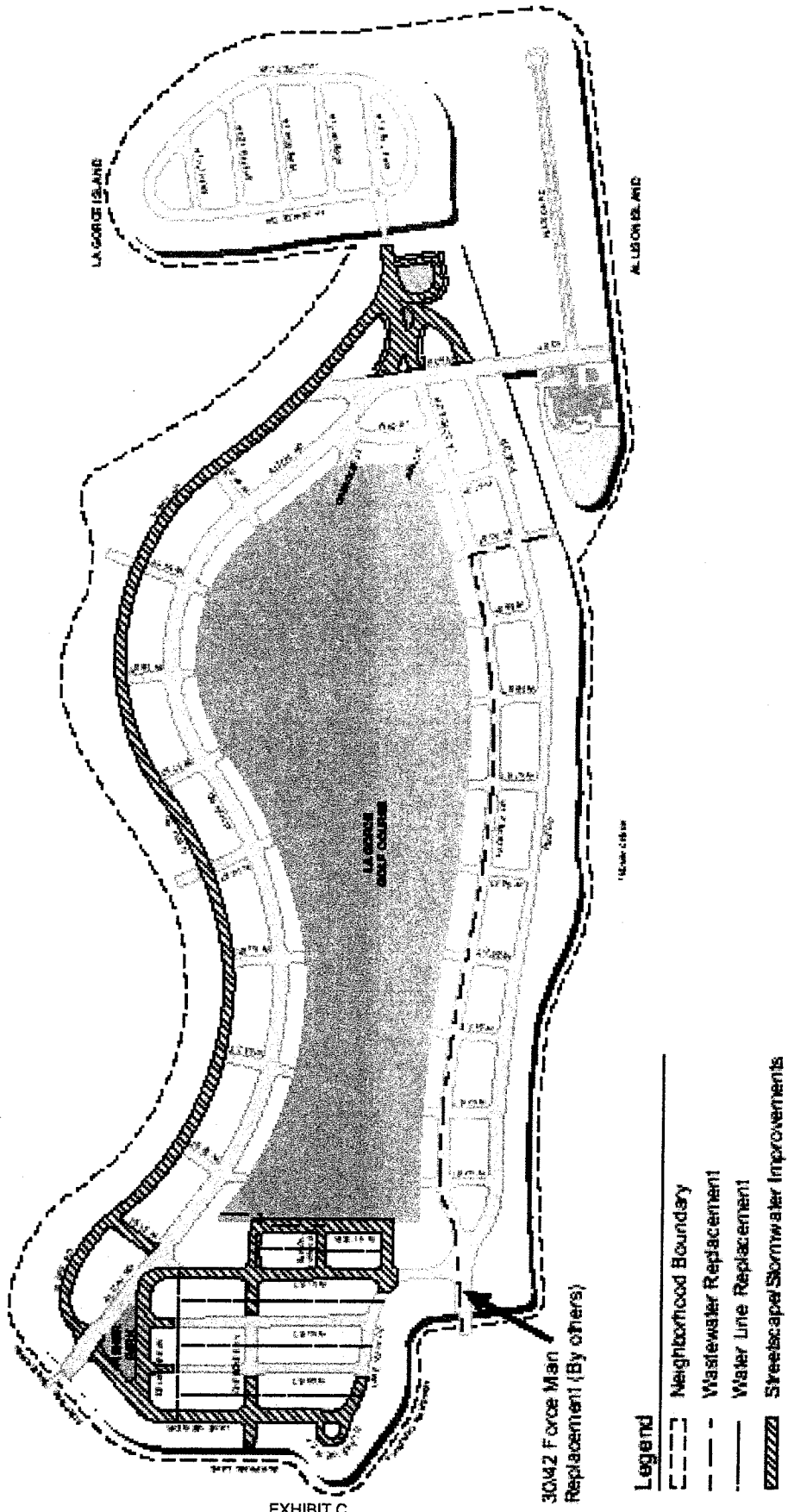


EXHIBIT C
 THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES
 La Gorce ROW Project Amendment No 3.
 October 15, 2003



EXHIBIT C
 THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES
 La Gorce ROW Project Amendment No 3.
 October 15, 2003

AMENDMENT NO. 3
**TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MIAMI BEACH,
FLORIDA, AND REYNOLDS, SMITH AND HILLS, INC. FOR PROFESSIONAL LANDSCAPE
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RIGHT OF WAY
INFRASTRUCTURE IMPROVEMENTS PROGRAM NEIGHBORHOOD 5 – LA GORCE
PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ 10-00/01).**

This Amendment No. 3, dated as October 15, 2003, to that certain Agreement, dated **September 5, 2001**, captioned, "Professional Services Agreement Between the City of Miami Beach, Florida and Reynolds, Smith and Hills, Inc. for Professional Landscape Architectural and Engineering Services for the Right of Way Infrastructure Improvements Program Neighborhood 5 – La Gorce", by and between the City of Miami Beach, Florida (CITY), and Reynolds, Smith and Hills, Inc. (CONSULTANT) for professional services associated with the detail design, permitting and bidding / award services for utility improvements within the La Gorce neighborhood, for a not to exceed cost of **\$35,999**.

RECITALS

WHEREAS, the Agreement provides for the detail design, permitting, bidding / award and construction administration services for various streetscape / landscape / utility improvements within the La Gorce neighborhood; and

WHEREAS, the planning effort for the La Gorce neighborhood has been completed and detail design activities initiated; and

WHEREAS, additional professional landscape architectural and engineering services for the detail design, permitting and bidding / award services for the relocation of existing utility improvements currently located along rear easements of approximately **153** properties to the front of the properties, is required to complement the design efforts for the entire neighborhood.

WHEREAS, professional landscape architectural and engineering services for the detail design, permitting and bidding / award services for utility improvements is as shown on Exhibit A-1.

1. ABOVE RECITALS

The above recitals are true and correct and are incorporated as a part of this Third Amendment.

2. MODIFICATIONS

The Agreement is amended as follows:

- 2.1. Agreement for Professional services, Article 12.1, DELETE Article 12.1 in its entirety and REPLACE it with the following Article 12.1:

"CONSULTANT herein agrees to indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to,

reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the CONSULTANT in the performance of the Agreement."

2.2. Schedule "A" entitled, "Scope of Services", is amended as follows:

2.2.1 DELETE Exhibit A and REPLACE it with the attached Exhibit A - 1.

2.2.2 Task 5 – Additional Services, first paragraph, DELETE the first paragraph in its entirety and REPLACE it with the following:

"Additional services to support the water main relocation design effort to be undertaken under Task 2 are described herein. Water main relocation efforts require that new water mains be installed within the public right-of-way (ROW), in lieu of their current location within rear easement along approximately **153** properties in the neighborhood. Therefore, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the right-of-way, and install new water service lines on private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property. It is anticipated that the majority of this work with the exception of the final meter reconnection will be implemented via a trenchless technology.

It is the intent of these additional services that the CONSULTANT performs the following tasks:

- Site visit to each affected property.
- Field evaluation to investigate and identify existing site conditions, including requisite identification of existing topographic features / improvements to be illustrated on the contract drawing partial plan for the affect property (see attached Exhibits B and C). The CITY shall be responsible for scheduling and coordinating access, by the CONSULTANT, to the affected properties.
- Create an address listing of affected properties.
- Prepare plan view drawings for each affected property (approximately **153** lots) that illustrates property lines, the property address, existing easements, the public ROW boundary, existing structures, fences, walls, trees, significant existing landscaping, the new water meter location, and the proposed routing for the new service connection from the right-of-way to the rear easement connection point. Exhibits B and C illustrate the base and typical format to be applied to each affected residence by the CONSULTANT during the performance of this work effort.
- Require that the construction Contractor develop a pre-existing condition photographic and/or video survey of each affected property. The survey is intended to establish a baseline condition prior to the commencement of construction on each parcel of private property and will be used for dispute resolution with residents, as necessary.
- CONSULTANT shall coordinate its efforts with the CITY's efforts to notify each property owner and obtain property owner approval for the respective proposed water service route through its property. In this capacity, the CONSULTANT is not expected to attend meetings with individual residents that the CITY may schedule. However, the CONSULTANT may be required to attend up to two (2) general

- meetings with residents to discuss proposed procedures and general issues.
- CONSULTANT shall make a one (1) time revision to the drawings to comply with changes requested by the property owners and approved by the City following completion of the second general meeting with the residents."

2.3 Schedule B entitled Consultant Compensation, is amended as follows:

ADD the attached Fee worksheet.

3. **OTHER PROVISIONS**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION**

The City and Consultant ratify the terms of the Agreement, as modified by this Amendment No. 3. **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment 3 to be executed in their names by their duly authorized officials as of the date first set forth above.

Attest

CITY OF MIAMI BEACH, FLORIDA

CITY CLERK

MAYOR

Witness

CONSULTANT

Signature

Signature

Print Name

Print Name and Title

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving a First Amendment to the Amended And Restated/Consolidated Lease Agreement with Miami Beach Jewish Community Center, Inc. (JCC), for the City-Property at 4221 - 4229 Pine Tree Drive, by extending the time period by 1 year, from November 8, 2003 to November 8, 2004, for the JCC to make application to the City's Design Review Board, for the Design of the Proposed Improvements to the Property; and further clarifying the Commencement Date of said Lease Agreement as November 8, 2000

Issue:

Should the First Amendment to the JCC Lease Agreement be approved, extending the date for the JCC to submit Plans to the DRB by 1 year, to November 8, 2004, and clarifying the Commencement Date of the Lease as November 8, 2000?

Item Summary/Recommendation:

On June 3, 1981 the City first leased to the JCC the property at 4221 Pine Tree Drive. The Lease was subsequently amended on several occasions, the last of which was on July 12, 2000, whereby the Mayor and City Commission approved an Amended and Restated/Consolidated Lease Agreement extending the term through 2099; providing for the JCC to invest a minimum of \$2,000,000 in capital improvements on the Premises, and providing that the JCC submit Plans for same to the City and make application to the City's Design Review Board (DRB) for approval no later than November 8, 2003, subject to referendum (subsequently approved by voters at a November 7, 2000, Special Election). The JCC is requesting that the City extend the DRB application date by a one (1) year period, until November 8, 2004. The Administration and the JCC have also agreed to clarify and memorialize the "Commencement Date" of the Lease as November 8, 2000.

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Advisory Board Recommendation:

| |
|--|
| |
|--|

Financial Information:

| Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept. | | Amount | Account | Approved |
|--|-------|--------|---------|----------|
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Jose Damien

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

T:\AGENDA\2003\oct1503\regular\JCC@4221Amendment.Sum.doc

AGENDA ITEM 07E

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez *JMG*
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED/CONSOLIDATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH JEWISH COMMUNITY CENTER, INC. (JCC), FOR A PARCEL OF LAND AND FACILITIES LOCATED AT 4221 - 4229 PINE TREE DRIVE, MIAMI BEACH, FLORIDA, AMENDING PARAGRAPH 15.5 OF SAID AGREEMENT, BY EXTENDING THE TIME PERIOD BY ONE (1) YEAR, FROM NOVEMBER 8, 2003 TO NOVEMBER 8, 2004, FOR THE JCC TO MAKE APPLICATION TO THE CITY'S DESIGN REVIEW BOARD, AND SUBMIT PLANS FOR THE DESIGN OF THE PROPOSED IMPROVEMENTS TO THE PROPERTY; AND FURTHER CLARIFYING THE COMMENCEMENT DATE OF SAID AMENDED AND CONSOLIDATED LEASE AGREEMENT AS NOVEMBER 8, 2000**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc., City property at 4221 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida. (Resolution 81-16678). The lease was amended and extended on three occasions, such that the lease term extended through to October 31, 2015, with two additional ten-year options, and was assigned to Miami Beach Jewish Community Center, Inc., a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226).

On July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement, subject to referendum (subsequently approved by voters at a November 7, 2000, Special Election), which incorporated the following:

1. Term was extended for 99 years, to 2099.
2. Permitted uses would include recreational, cultural, educational, social service and minor and incidental religious uses.
3. Provided for payment of fair market value and appraisal methodology for the area to be used for religious services and use fees for expanded religious uses limited to a maximum of 10 holidays per year.
4. Set forth construction parameters, specifically addressing review requirements (including Design Review Board review and approval), construction commencement

and completion deadlines, and required a minimum initial investment of \$2 million in improvements for which a building permit must be issued within five (5) years from the commencement of the Lease, subject to reasonable extensions.

5. Construction which was previously restricted to two (2) lots would be permitted on all three (3) lots, in accordance with the concept plan.
6. In the event the required referendum failed, the lease would revert to the previously existing lease term.
7. JCC agreed to indemnify, defend and hold the City harmless in the event of challenges to the lease and referendum.
8. By separate agreement, the JCC agreed to hold harmless, indemnify and defend the City from challenges related to the Lease and referendum, from the time of the adoption of the subject resolutions, and reimburse the City for all costs associated with the referendum.

In accordance with Section 15.5 of the Lease Agreement (see item 4 above), the JCC is required to present the City with Preliminary Plans and Specifications (Plans), and make application to the City's Design Review Board (DRB) for approval of same, no later than November 8, 2003.

In a letter dated October 3, 2003 (attached hereto), attorney Jeffrey Bercow, on behalf of the JCC, cites that after meeting with the City Commission's Neighborhood Committee, the JCC leadership opted to withhold submittal of the Plans to the DRB in order to ensure that they would have the financial resources to deliver the improvements depicted by said Plans and respective specifications. The letter also reflects that the JCC has since met with potential donors and begun the fundraising process, but would like to be confident that the development plan it presents the City is financially feasible, and as such is seeking additional time to present the City with the "Preliminary Plans and Specifications" and apply for DRB approval as required under the Lease.

To that end, the JCC is formally requesting that the City consider amending the Lease Agreement by modifying Section 15.5 thereof by extending, by a one (1) year period, the date by which the JCC must apply for DRB approval. Said amendment would extend the currently existing deadline for submission to the DRB, from November 8, 2003 to November 8, 2004, thus allowing the JCC sufficient time to secure the necessary financial backing to ensure that the proffered plan may be fully developed.

In his letter, Mr. Bercow also cites that the section of the Lease that defines the "Commencement Date" was never completed, but went on to cite that the City Attorney's Office has opined that said Commencement Date should be set as November 8, 2000 (the day after the election that approved the Lease).

It is recommended that the Mayor and City Commission adopt the attached Resolution and approve an amendment to the Amended and Restated/Consolidated Lease Agreement, between the City and the JCC, extending time period by which the JCC is required to submit plans to the DRB, by extending the current deadline of November 8, 2003, by a one (1) year period, to November 8, 2004, and further clarifying the "Commencement Date" of the Agreement, as November 8, 2000.

JMG:CMC:JD:rlr
Attachments



DIRECT LINE: (305) 377-6220
E-Mail: JBercow@BRZoningLaw.com

October 3, 2003

VIA HAND DELIVERY

Mr. Jorge Gonzalez
City Manager
City of Miami Beach
1700 Convention Center Drive, 2nd Floor
Miami Beach, Florida 33139

Re: Amendment to City Lease for Jewish Community Center Site.

Dear Jorge:

This law firm represents the Miami Beach Jewish Community Center (the "JCC") in connection with its efforts to redevelop and expand the JCC's recreational and cultural facilities on the City-owned property at 4221 Pine Tree Drive. As you know, the City and the JCC executed an Amended and Restated/Consolidated Lease (the "Lease") for the Pine Tree Drive parcel in July of 2000. The Lease was entered into with the understanding that the JCC would construct new improvements valued at no less than \$2,000,000 on the property.

Paragraph 15.5 of the Lease requires the JCC to submit an application for Design Review Board (DRB) approval for the design of the "Proposed Improvements" within three years of the "Commencement Date" of the Lease. Although the section of the Lease that would define the Commencement Date was never completed, the City Attorney's Office has opined that the Commencement Date should be set as November 8, 2000, the day after the election that approved the Lease. Under the terms of Paragraph 15.5 of the Lease, therefore, the JCC would have until November 8, 2003 to apply for DRB approval of the design of the Proposed Improvements.

Mr. Jorge Gonzalez, City Manager

October 3, 2003

Page 2

The JCC delivered a set of "Preliminary Plans and Specifications" for your review in January 2003. After meeting with the City Commission's Neighborhood Committee, the JCC leadership chose to hold the plans prior to submission for consideration by the full Commission because they needed to ensure that they would have the financial resources to deliver the improvements depicted by the Preliminary Plans and Specifications. Since that time, the JCC has met with potential donors and begun the fundraising process. The JCC wants to be confident that the development plan it presents the City is financially feasible. As such, the leadership feels it needs additional time to present the City with the "Preliminary Plans and Specifications" and apply for DRB approval as required under the Lease.

Please let this letter serve as the JCC's formal request to modify Section 15.5 of the Lease in order to extend by one year the period in which the JCC must apply for DRB approval of the Proposed Improvements. A date of November 8, 2004 would allow the JCC sufficient time to secure the necessary financial backing to ensure that the proffered plan will be fully developed. While the JCC is requesting this additional year to obtain DRB approval for the development plans, it is not requesting a similar modification of the Lease's November 8, 2005 deadline for the commencement of construction at this time. Permitting the requested modification to the Lease should not lead to a delay in the completion of the improvements.

The JCC looks forward to continuing its long and mutually beneficial relationship with the City of Miami Beach. Approving the requested modification to the Lease would help ensure that the improvements that will be made to the JCC property will be well suited to the community's present and future needs. Once you have had a chance to review this letter and the Amended Lease, please phone my direct line at (305) 377-6220 to discuss the issue.

Sincerely,

Jeffrey Bercow

cc: Ms. Cristina Cuervo, Assistant City Manager
Mr. Jorge Gomez, Planning Director
Mr. Darin Diner
Mr. Stanley Arkin
Todd Tragash, A.I.A.
Graham Penn, Esq.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED/CONSOLIDATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH JEWISH COMMUNITY CENTER, INC. (JCC), FOR A PARCEL OF LAND AND FACILITIES LOCATED AT 4221 - 4229 PINE TREE DRIVE, MIAMI BEACH, FLORIDA, AMENDING PARAGRAPH 15.5 OF SAID AGREEMENT, BY EXTENDING THE TIME PERIOD BY ONE (1) YEAR, FROM NOVEMBER 8, 2003 TO NOVEMBER 8, 2004, FOR THE JCC TO MAKE APPLICATION TO THE CITY'S DESIGN REVIEW BOARD, AND SUBMIT PLANS FOR THE DESIGN OF THE PROPOSED IMPROVEMENTS TO THE PROPERTY; AND FURTHER CLARIFYING THE COMMENCEMENT DATE OF SAID AMENDED AND CONSOLIDATED LEASE AGREEMENT AS NOVEMBER 8, 2000.

WHEREAS, on June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc.(JCCSF) , City property at 4221 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida. (Resolution 81-16678); and

WHEREAS, JCCFS's lease was amended and extended on three occasions, such that the lease term was extended through to October 31, 2015, with two additional ten-year options, and is now assigned to Miami Beach Jewish Community Center, Inc. (JCC), a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226); and

WHEREAS, on July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement which provided for 1) extending the term, 2) defining permitted uses, 2) payment of fair market value for certain spaces within the leased premises, 3) construction parameters, including City Design Review Board (DRB) review and approval, construction commencement and completion deadlines, 4) minimum initial investment, 5) clarifying the buildable site, 6) a referendum and reverter, if referendum failed, 7) for the JCC, via separate agreement, to hold harmless, indemnify and defend the City from challenges to the Lease and referendum, and 8) reimbursement to the City for referendum related costs, after which the referendum passed and the Agreement became effective; and

WHEREAS, said Amended and Restated/Consolidated Lease Agreement requires that the JCC present Preliminary Plans and Specifications to the City, and make application to the DRB, no later than November 8, 2003; and

WHEREAS, while the JCC timely submitted the Preliminary Plans and Specifications as required, they were not accepted by the Administration, which cited inconsistencies with the originally approved Concept Plan, the City Commission has not yet reviewed and approved such plans, and the JCC has requested that the City allow it additional time to work with the City on approving the Preliminary Plans and Specifications, and consider extending the deadline, by one year, of its requirement to make application to the DRB; and

WHEREAS, the City and JCC have agreed to certain modifications to Paragraphs 15.4 and 15.5 to accomplish the above, as well as addressing the "Commencement Date" and "Maturity Date" in Paragraph 2.1, and the rent payment schedule in Paragraph 3.1, of the Amended and Restated/Consolidated Lease Agreement, to clarify and memorialize them in accordance with the City Attorney's opinions establishing such dates; and

WHEREAS, the City Administration recommends that the Mayor and City Commission approve the foregoing amendments to the Amended and Restated/Consolidated Lease Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the Mayor and City Clerk to execute the attached amendment to that certain Amended and Restated/Consolidated Lease Agreement by and between the City of Miami Beach and the Miami Beach Jewish Community Center, Inc. (JCC), for a parcel of land and facilities located at 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, as described above.

PASSED and ADOPTED this 15th day of October, 2003.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



CITY ATTORNEY 

10-9-03
DATE

**FIRST AMENDMENT TO
THE AMENDED AND RESTATED /CONSOLIDATED LEASE
BETWEEN THE CITY OF MIAMI BEACH
AND
MIAMI BEACH JEWISH COMMUNITY CENTER, INC.**

This First Amendment to the Amended and Restated/Consolidated Lease Agreement, dated July 12, 2000, by and between the City of Miami Beach, ("Lessor" or "City"), and Miami Beach Jewish Community Center, Inc. ("Lessee" or "JCC"), for the property located at 4221 Pine Tree Drive, Miami Beach, Florida (Property), is entered into this 15th day of October, 2003.

WITNESSETH

WHEREAS, on June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc. ("JCCSF"), the City-owned property located at 4221 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida ("Property") (Resolution 81-16678); and

WHEREAS, JCCSF's lease was amended and extended on three occasions, such that the lease term extended through October 31, 2015, with two additional ten-year options, and was assigned to Miami Beach Jewish Community Center, Inc. ("JCC"), a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226); and

WHEREAS, on July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement ("Lease") with the JCC for the Property, subject to referendum, which was duly held and approved, which included provisions in Lease Paragraphs 15.4 and 15.5 that the JCC present Preliminary Plans and Specifications to the City, and make application to the City's Design Review Board ("DRB") for review and approval of same, no later than "three years from the Commencement Date" of the Lease, which is November 8, 2003; and

WHEREAS, while the JCC timely submitted the Preliminary Plans and Specifications as required, they were not accepted by the Administration, which cited inconsistencies with the originally approved Concept Plan, the City Commission has not yet reviewed and approved such plans, and the JCC has requested that the City allow it additional time to work with the City on approving the Preliminary Plans and Specifications, and consider extending the deadline, by one year, of its requirement to make application to the DRB; and

WHEREAS, the City and JCC have agreed to continue working towards a mutually acceptable set of Preliminary Plans and Specifications, and to extend the deadline for the JCC to make application to the DRB, and amendments are provided for herein to Paragraphs 15.4 and 15.5 for that purpose; and

WHEREAS, the original execution of the Lease omitted reference to the Commencement Date and Maturity Date, which the Parties seek to clarify through this First Amendment, in accordance with the City Attorney's opinion. The City Attorney has opined that the effective date of the Lease was the day following the approval of the Lease by referendum. Paragraph 3.1, the rent payment schedule, was also not filled in, and needs to be clarified in accordance with a City Attorney's opinion establishing such dates.

NOW, THEREFORE, the City and the JCC have agreed to enter into this First Amendment to the Amended and Restated/Consolidated Lease Agreement, and amend such Lease as follows (underlined language is added, struck-through language is deleted):

1. Paragraph 2.1 is amended as follows:

2.1 The duration and term of this Lease shall be for a period of ninety-nine (99) years, commencing on the 8th day of November, 2000 (the "Commencement Date") and expiring on the 7th day of November, 2099. (the "Maturity Date").

2. Paragraph 3.1 is amended as follows:

3.1 The Lessee covenants and agrees to pay to the Lessor an annual rental of Ten Dollars (\$10.00), payable annually in advance, the first such annual payment being due and payable on the 1st day of December, 2000, and on the 1st day of December each and every year thereafter during the entire term of the Lease.

3. Paragraph 15.4 is amended as follows:

15.4 Lessee shall submit its Preliminary Plans and Specifications to Lessor's City Manager for approval within three years of the Commencement Date. The City Manager shall have twenty (20) Business Days to review the Preliminary Plans and Specifications. If the City Manager concludes that the Preliminary Plans and Specifications are materially inconsistent with the Concept Plan, the City Manager shall, and in any event the City Manager may, submit the Preliminary Plans and Specifications to the City Commission for its review and approval as Lessor (acting in its proprietary capacity as owner of the Property), at the next City Commission meeting at a City Commission meeting mutually agreeable to Lessor and Lessee, which agreement shall not be unreasonably withheld, along with a written report of the Administration's review and recommendations, including a review and recommendation from the City's Planning Director. The City Commission may refer the matter to the City's Planning Board for its review and recommendations before acting thereon. If Lessor disapproves the Preliminary Plans and Specifications, then Lessee shall, at its election, either (a) submit Lessor's disapproval to mediation as provided in this Lease, as to the reasonableness of the disapproval, or (b) submit a revised modification to the Preliminary Plans and Specifications to meet Lessor's objections, which revised modification shall be submitted and reviewed as provided above. Failure of the Lessee to seek mediation or submit revised Preliminary Plans and Specifications within sixty days from the date of Lessor's disapproval, ~~but no later than three years from the Commencement Date~~, shall constitute a Default under this Lease.

4. Paragraph 15.5 is amended as follows:

15.5 Lessee shall, within two months of Lessor's approval of the Preliminary Plans and Specifications, but no later than ~~three years from the Commencement Date~~ November 8, 2004, submit an application for approval of the design for the Proposed Improvements to the City's Design Review Board and to other City boards, as applicable. Failure of the Lessee to submit its application, as provided in this Section, to the DRB, by the date which is two months from the receipt of Lessor's final approval as above provided shall constitute a Default under this Lease. Lessee shall pursue approval of its applications to the City boards, as applicable, diligently and in good faith.

5. Except as otherwise specifically amended herein, all other terms and conditions of the Amended and Restated/Consolidated Lease Agreement, between the Lessor and Lessee shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Amended and Restated/Consolidated Lease Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Amended and Restated/Consolidated Lease Agreement to be executed by their duly authorized officials on the day first above indicated.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

CITY CLERK

MAYOR

Witnesses:

**MIAMI BEACH JEWISH COMMUNITY
CENTER, INC.**

Print Name:_____

Print Name/Title:_____

Print Name:_____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 

10-9-03
Date

JMG:CMC:GMH:JD:rlr

T:\AGENDA\2003\oct1503\regular\JCC@4221Amendment.Lease.doc

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution setting a public hearing for November 25, 2003, on the proposed uses of the Local Law Enforcement Block Grant Funds and authorizing the retroactive submittal of a grant application for said funds.

Issue:

The Mayor and City Commission is being asked to retroactively approve the application and proposed uses of the local law enforcement block grant funds. Under this program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund special overtime projects, traditional law enforcement equipment and un-met technology needs. Approximately \$85,000 will be used for overtime costs associated with direct impact and crime reduction initiatives, \$92,484 for "traditional" police equipment, and the remaining funds for enhancing the use of technology.

One of the requirements of the Local Law Enforcement Block Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Administration proposes that a public hearing be held on November 25, 2003 during the scheduled City Commission meeting.

Item Summary/Recommendation:

Adopt the Resolution setting the public hearing and retroactively authorizing the City Manager and or his designee to submit a grant application for said funds.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|---|--------------|-------------|------------------------------------|----------|
| <div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept. | 1 | \$26,248.00 | Law Enforcement Trust Fund (Match) | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | <i>Mayor W. Butts</i> | <i>Janey</i> |

F:\GRAN\SALL\Alexander\Police\2003-2004 LLEBG\SET\LLEBGPHSUM.doc

AGENDA ITEM

C7F

DATE

10-15-03

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR NOVEMBER 25, 2003, ON THE PROPOSED USES OF THE LOCAL LAW ENFORCEMENT BLOCK GRANT FUNDS; FURTHER GRANTING RETROACTIVE APPROVAL FOR THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION FOR SAID GRANT; WHILE LEVERAGING APPROPRIATED CITY FUNDS AS NEEDED; WHILE, APPROPRIATING THE GRANT AS APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

The City of Miami Beach was awarded grant funds from the United States Department of Justice under the "Local Law Enforcement Block Grant" Program for program year 2004. The total estimated funds for this project are \$262,484, of which \$236,236 will be funded by the United States Department of Justice and the City will fund the remaining \$26,248.

The Mayor and City Commission is being asked to retroactively approve the application and proposed uses of the block grant funds.

The Local Law Enforcement Block Grants (LLEBG) Program originated in 1995 when Congress passed the Local Government Law Enforcement Block Grant Act. Its purpose is to make funds available to units of general-purpose local government to reduce crime and improve public safety through the U. S. Department of Justice. By law, these projects must fall within one of seven purpose areas, which have a direct impact upon the reduction and eradication of illegal drugs in Florida.

Under this program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund special overtime projects, traditional law enforcement

equipment and un-met technology needs. Approximately \$85,000 will be used for overtime costs associated with direct impact and crime reduction initiatives, \$92,484 for "traditional" police equipment, and the remaining funds for enhancing the use of technology.

One of the requirements of the Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Public Hearing will be held on November 25, 2003.

This is the eight year of funding under the Law Enforcement Block Grant Program. The Miami-Dade Criminal Justice Council, the designated Advisory Board for the Local Law Enforcement Block Grant Program, endorsed the proposed use of these funds.

It is recommended that the Mayor and City Commission adopt this Resolution and authorize a public hearing to be held on November 25, 2003, in the Commission Chambers, third floor, 1700 Convention Center Drive, Miami Beach, Florida.

JMG:MDB:ad

F:\GRAN\SALLV\Alexander\Police\2003-2004 LLEBG\SETLLEBGPHMEMO.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR NOVEMBER 25, 2003, ON THE PROPOSED USES OF THE LOCAL LAW ENFORCEMENT BLOCK GRANT FUNDS; FURTHER GRANTING RETROACTIVE APPROVAL FOR THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION FOR SAID GRANT; WHILE LEVERAGING APPROPRIATED CITY FUNDS AS NEEDED; WHILE, APPROPRIATING THE GRANT AS APPROVED AND ACCEPTED BY THE CITY, AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, the Local Law Enforcement Block Grants (LLEBG) Program originated in 1995 when Congress passed the Local Government Law Enforcement Block Grant Act, and its purpose is to make funds available to units of general-purpose local government to reduce crime and improve public safety through the United States Department of Justice; and

WHEREAS, the City of Miami Beach has been awarded grant funds from the United States Department of Justice under the "Local Law Enforcement Block Grant" Program for program year 2004; and

WHEREAS, due to the deadline date, the City has already submitted a grant application in the amount of \$236,236 to the Florida Department of Law Enforcement, FY 2003-2004 Local Law Enforcement Block Grant Program, leveraging \$26,248 of Police Departmental funds; and

WHEREAS, the total estimated funds for this Program are \$262,484, of which \$236,236 will be funded by the United States Department of Justice, and the remaining \$26,248 will be funded by the City; and

WHEREAS, under this Program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund special overtime projects, traditional law enforcement equipment, and un-met technology needs. Approximately \$85,000 will be used for overtime costs associated with direct impact and crime reduction initiatives, \$92,484 for "traditional" police equipment, and the remaining funds for enhancing the use of technology; and,

WHEREAS, this is the eighth year of funding for the City of Miami Beach under the Law Enforcement Block Grant Program. The Miami-Dade Criminal Justice Council, the designated Advisory Board for the Local Law Enforcement Block Grant

Program, endorsed the proposed use of these funds; and

WHEREAS, one of the requirements of the Grant is that the City hold a public hearing for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby: set a public hearing to be held on November 25, 2003, in the Commission Chambers, Third Floor, 1700 Convention Center Drive, Miami Beach, Florida; grant retroactive approval for the City Manager, or his designee, to submit a grant application for said grant, while leveraging appropriated City funds as needed and appropriating the grant as approved and accepted by the City; and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents related to this application.

PASSED AND ADOPTED this _____ day of _____, 2003.

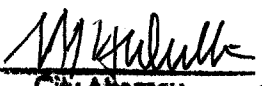
MAYOR

Attested by:

CITY CLERK

F:\GRAN\\$\ALL\Alexander\Police\2003-2004 LLEBG\SETLLEBGPHRESO.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10-9-03
City Attorney *DT* Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the Government Supervisors Association of Florida/OPEIU Local 100.

Issue:

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and GSA?

Item Summary/Recommendation:

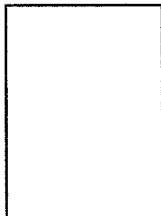
Adopt the Resolution. This Resolution will provide GSA Employee's with an across the board cost-of-living increase of 2.5% starting September 26, 2003, and an across-the-board increase of 2.5% for September 23, 2004 and September 30, 2005 to include increases to the minimum and maximum of the ranges.

Additionally, effective September 26, 2003, the pay ranges will be adjusted to align with the equivalent ranges for the Other/Unclassified Group. Thereafter, the GSA ranges will adjust each year of the contract by at least as much as the GSA 2.5% COLA.

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

| | Amount | Account | Approved |
|-----------------------------------|---|--|----------|
| 1 | \$53,645 COLA (2003/2004) | Included in various Departmental budgets | |
| 2 | \$54,987 COLA (2004/2005) | Included in various Departmental budgets | |
| 3 | \$57,702 COLA (2005/2006) | Included in various Departmental budgets | |
| Subtotal (COLA) | \$166,334 \$328,611 (compounded) | Included in various Departmental budgets | |
| 4 | \$92,391 Stand-by Pay (3 year cost) | Included in various Departmental budgets | |
| 5 | \$6,219 Uniforms (3 year cost) | Included in various Departmental budgets | |
| 6 | \$2,070 Safety Shoes (3 year cost) | Included in various Departmental budgets | |
| 7 | \$11,700 Qualifying License (Year 3 Only) | Included in various Departmental budgets | |
| 8 | \$4,800 Tool Reimbursement (3 year cost) | Included in various Departmental budgets | |
| Total (w/ COLA) | \$283,514 | | |
| Total (w/ compounded COLA) | \$445,791 | | |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

F:\HUMANLABORREL\Labor Relations\Commission Memos\Resolutions\Item Summary GSA 2003-2006 contract.doc

AGENDA ITEM

C76

DATE

10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFY A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, (GSA) FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On September 17th, after six negotiation sessions, negotiators for the City and the Government Supervisors Association of Florida/OPEIU Local 100, (GSA) successfully concluded negotiations for a three year collective bargaining agreement.

The Union membership has reviewed the proposed Agreement and voted to ratify it as presented.

While negotiators for the City and the Union were obliged to represent the best interest of their respective "clients," the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement.

Wages

The term of the Agreement will extend for three (3) years from October 1, 2003 through September 30, 2006. Effective with the first full payroll period that begins on or after September 26, 2003, bargaining unit employees will receive a two and one half percent (2.5%) salary increase. Effective with the first full payroll period that begins on or after September 23, 2004, bargaining unit employees will receive a two and one half percent (2.5%) salary increase. Effective with the first full payroll period that begins on or before September 30, 2005, bargaining unit employees will receive a two and one half percent (2.5%) salary increase. The City agreed to increase as of October 1, 2003, the minimum and maximum salary ranges of GSA employees, to the levels equal to similar Unclassified pay ranges.

Based on current, active employees the estimated cost for the wage increases are approximately \$53,645 for Fiscal Year 2003/2004; approximately \$54,987 for Fiscal Year 2004/2005; and approximately \$57,702 for Fiscal Year 2005/2006. The GSA and City have also agreed to a "me-too" clause on COLA with CWA, which will entitle GSA to a higher COLA should CWA negotiate a higher COLA with City upon the conclusion of CWA contract negotiations.

Other Economic and Contractual agreements

Amend language for Employee Rights during interviews and Meetings

Language in the contract will be amended to identify employee rights during disciplinary interviews.

Election of Remedies

The parties agreed that the grievance/arbitration process set forth in the Agreement will be the sole and exclusive method of resolving all grievances covered by bargaining unit employees. The Personnel Board will no longer have jurisdiction to hear any grievances or appeals filed by GSA members. The Agreement also gives latitude to the City Manager's designee for Labor Relations to agree to written extension requests during the grievance process in an effort to fully resolve all grievances at the earliest stage possible.

Stand-by Pay

Similar to other City Collective Bargaining Agreements, GSA employees will be entitled to stand-by pay when they are expressly assigned to be on stand-by for City emergencies. The stand-by time is defined as 2 hours of straight time pay for each day assigned.

Uniforms

The City agreed to provide five new sets of uniforms (increasing from two in the current contract), per year to each employee.

Safety Shoes

Due to an increased cost of Safety Shoes, the City agreed to increase the reimbursement for safety shoes from \$60/year to \$75/year.

Qualifying License

Pending approval by the appropriate regulatory agencies, the parties agree to add additional employees to be designated as approved primary "qualifiers" for the City for licensed Plumbing,

Electrical, Air Conditioning, and other trades as needed by the City to expedite projects. This designation entitles the employee to an annual \$6,500 bonus, while lowering costs for the City by not having to hire outside licensed qualifiers. The City agreed to increase the qualifier pay from \$250 per pay period to \$300 per pay period beginning with the Year 3 of the contract.

Tool Reimbursement Program

For those employees required to use their own tools to perform their job (and who are not eligible for a tool allowance), a tool reimbursement program has been established for tools that are broken or damaged while being used at work. The provision includes a \$400 annual cap, and reporting requirements for the employee.

Health Insurance

Language was added to the contract to allow the City more flexibility to develop alternative health plan options for employees. This will afford the City an opportunity to negotiate more effectively, and allow the employees more options on health care for themselves and their families. The parties also agreed that all bargaining unit employees who elect or have elected to participate in the 401A retirement program must have the same length of service requirements, (10 years) to acquire retiree health care benefits, as those employees in the City's pension plan.

Labor-Management Committee

The parties restated their commitment to participate in the mutual resolution of labor issues through labor-management committees.

Mentoring Program

GSA will participate in the Mentoring Program which adopted the Governor's Mentoring initiative, which allows an employee to mentor within the City of Miami Beach a maximum of four hours per month. The program was created on 10/02, and defines those activities that qualify under the program.

CONCLUSION:

The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and Government Supervisors Association of Florida (GSA)/OPEIU Local 100.

JMG\MDB\LG\mr

F:\HUMA\LABORREL\Labor Relations\Commission Memos\Resolutions\GSA Resolution for 2003-2006 contract.doc

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFY THE THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, (GSA) FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS, the City Manager has submitted to the Mayor and City Commission the Labor Agreement (Agreement) recently negotiated between the City of Miami Beach, Florida and the Government Supervisors Association of Florida/OPEIU Local 100 (GSA), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said agreement; and

WHEREAS, the previous Labor Agreement was for a three year period from October 1, 2000 through September 30, 2003 and has expired; and

WHEREAS, the GSA bargaining unit ratified the attached Agreement and the City Manager recommends that the City Commission ratify and authorize the execution of the Agreement between the City and the GSA Union; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and GSA Local 100 is hereby ratified and that the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this ____ day of _____, 2003.

ATTEST:

CITY CLERK

MAYOR

JMG/MDB/LG

F:\HUMA\LABORREL\Labor Relations\Commission Memos\Resolutions\GSA Resolution for the 2003-2006

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10/10/03

Date

A G R E E M E N T

Between

CITY OF MIAMI BEACH, FLORIDA

and the

**GOVERNMENT SUPERVISORS ASSOCIATION
OF FLORIDA, OPEIU, LOCAL 100**

Period Covered

October 1, 2003 2000 to September 30, 2006 2003

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| AGREEMENT..... | 2 |
| PREAMBLE..... | 3 |
| ARTICLE 1: RECOGNITION | |
| Section 1.1. Representation and Bargaining Unit..... | 4 |
| Section 1.2. Unit Description | 4 |
| ARTICLE 2: DEDUCTION OF ASSOCIATION DUES | |
| Section 2.1. Checkoff..... | 6 |
| Section 2.2. Indemnification..... | 6 |
| ARTICLE 3: MANAGEMENT RIGHTS..... | 7 |
| ARTICLE 4: PROHIBITION OF STRIKES..... | 8 |
| ARTICLE 5: ASSOCIATION REPRESENTATION | 9 |
| ARTICLE 6: GRIEVANCE PROCEDURE | |
| Section 6.1. Purpose..... | 10 |
| Section 6.2. Definitions | 10 |
| Section 6.3. Special Provisions | 11 |
| Section 6.4. Election of Remedies | 13 |
| Grievance Steps..... | 13 |
| Section 6.5. Arbitration | 14 |
| Section 6.6. Differences Concerning Personnel Rules | 16 |
| ARTICLE 7: HOURS OF WORK AND OVERTIME | |
| Section 7.1. Normal Workday | 17 |
| Section 7.2. Normal Workweek | 17 |
| Section 7.3. Rest Periods..... | 17 |
| Section 7.4. Reporting Pay | 17 |
| Section 7.5. Overtime | 17 |
| Section 7.6. Distribution of Overtime Opportunity | 18 |
| Section 7.7. Call Back Pay..... | 18 |
| Section 7.8. Stand by Pay | 18 |
| Section 7.9. No Pyramiding..... | 19 |
| ARTICLE 8: WAGES AND FRINGE BENEFITS | |
| Section 8.1. Wages..... | 20 |
| Section 8.2. Holidays | 21 |
| Section 8.3. Holiday Pay..... | 22 |
| Section 8.4. Allowances | 23 |
| Section 8.5. Meal Allowance..... | 23 |
| Section 8.6. Bereavement Leave | 23 |
| Section 8.7. Unpaid Leaves..... | 23 |
| Section 8.8. Jury Duty..... | 24 |
| Section 8.9. Uniforms | 24 |
| Section 8.10. Safety Shoes..... | 24 |
| Section 8.11. Shift Differential | 25 |

WAGES & FRINGE BENEFITS, continued

| | | |
|---|---|-----------|
| Section 8.12. | Rate of Pay When Working Out of Classification..... | 26 |
| Section 8.13. | Paid Leave..... | 26 |
| Section 8.14. | Perfect Attendance Bonus..... | 27 |
| Section 8.15. | Part-Time Employees | 27 |
| Section 8.16. | Sick and Vacation Leave Accrual and Maximum Payment on Termination..... | 28 |
| Section 8.17. | Pay for Hazard Duty | 28 |
| Section 8.18. | Essential Personnel (Hurricane Pay)..... | 28 |
| Section 8.19. | Property Management-License(s) Maintenance | 28 |
| Section 8.20. | <u>Tool Reimbursement Program</u> | 29 |
| ARTICLE 9: INSURANCE..... | | 30 |
| ARTICLE 10: PENSION AND REOPENERS..... | | 31 |
| ARTICLE 11: GENERAL PROVISIONS | | |
| Section 11.1. | Discrimination..... | 32 |
| Section 11.2. | Meetings Between Parties..... | 32 |
| Section 11.3. | Work Rules | 32 |
| Section 11.4. | Stress Reduction/Police Department's Public Safety Communications Unit..... | 32 |
| Section 11.5. | Labor/Management Committee | 32 |
| Section 11.6. | Safety | 33 |
| Section 11.7. | Bulletin Boards..... | 33 |
| Section 11.8. | Probationary Employees..... | 34 |
| Section 11.9. | Notification in the Event of Transfer or Contracting Out | 34 |
| Section 11.10. | Seniority | 35 |
| Section 11.11. | Reduction in Force | 35 |
| Section 11.12. | Military Leave..... | 35 |
| Section 11.13. | Pay Advances | 35 |
| Section 11.14. | <u>Mentoring Program</u> | 35 |
| ARTICLE 12: DRUG & ALCOHOL TESTING | | |
| Sections 12.1. to 12.6 | | 36 |
| Section 12.7. | Drug/Alcohol Random Testing..... | 36 |
| Section 12.8. | Last Chance Agreement..... | 37 |
| ARTICLE 13: SAVINGS | | 38 |
| ARTICLE 14: ENTIRE AGREEMENT | | 39 |
| ARTICLE 15: TERM OF AGREEMENT | | 40 |
| ELECTION OF REMEDY FORM | | 40 |

A G R E E M E N T

THIS AGREEMENT, was made and entered into on this _____ day of _____, 2003
~~2002~~, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the Government
Supervisors Association of Florida, (GSAF) OPEIU, Local 100, (herein called the "Association").

P R E A M B L E

WHEREAS, the Association has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the Recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows;

ARTICLE 1
RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Association as the sole and exclusive representative of all employees in the unit described below.

Section 1.2. Unit Description. All supervisory employees of the City of Miami Beach in the following classifications, excluding all other employees employed by the City of Miami Beach.

| | |
|---|---|
| Air Conditioning Supervisor | <u>Backflow Coordinator</u> |
| Beach Patrol Operations Supervisor | <u>Carpenter Supervisor</u> |
| <u>Central Services Supervisor</u> | City Surveyor |
| Communications Supervisor | Crime Scene Supervisor |
| Electrician Supervisor | Electronics/Instruments Supervisor |
| Fleet Operations Supervisor | <u>Lead Mechanic</u> |
| Maintenance Supervisor | Metered Service Supervisor |
| Paint Supervisor | Park Operations Supervisor |
| Parking Facilities Supervisor | Parking Operations Supervisor |
| Plumbing Supervisor | Property Management Operations Supervisor |
| Pumping Operations Supervisor | Recreation Supervisor I |
| <u>Sanitation Operations Supervisor</u> | Senior Building Inspector |
| Senior Engineering Inspector | <u>Service Supervisor</u> |
| Sewer Field Operations Supervisor | Street Lighting Operations Supervisor |
| Street Operation Supervisor | Tennis Center Supervisor |
| Warehouse Supervisor | Water Field Operations Supervisor |
| Water Service Representative | <u>911 Communications Records Custodian</u> |

The City and the Association agree that in the event the City substantially changes a job classification which remains within the bargaining unit or combines job classifications within the bargaining unit, the City will bargain with the Association upon request concerning the appropriate rate of pay for the new, changed, or combined job.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the Association's request for negotiation was received by Management.

The City agrees to provide the Union with a periodically updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be in or out of the bargaining unit.

ARTICLE 2
DEDUCTION OF ASSOCIATION DUES

Section 2.1. Checkoff. Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Association in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Association dues of such employees from their pay and remit such deductions to the Association Treasurer together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association. The Association will notify the City thirty (30) days prior to any change in its dues structure.

On January 1 of each year of this Agreement, the Association will remit to the City \$100.00 as an administrative fee for the collection of dues by the City.

Section 2.2. Indemnification. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

ARTICLE 3
MANAGEMENT RIGHTS

It is recognized that, except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. The Association recognizes the sole and exclusive rights, powers, and authorities of the City further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Association, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties.

The City agrees that, prior to layoff of bargaining unit members, it will advise the Association.

If, in its sole discretion, the City determines that emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Association President shall be advised, as soon as possible, of the nature of the emergency.

ARTICLE 4
PROHIBITION OF STRIKES

No employee, Association officer or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in the Agreement, except as to the question of fact.

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Association shall take direct and immediate action to the fullest extent of its power to bring about a cessation of such activities.

The employees and the Association, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by the City as a result of a violation of the provisions of this Article, in accordance with law.

ARTICLE 5
ASSOCIATION REPRESENTATION

- 1) The Association may select up to four (4) employees from within the bargaining unit to act as representatives. The Association will make a good faith effort that each employee comes from a different department. The names of Association representatives shall be certified, in writing, to the City Manager's Office and to concerned Department Directors. With the prior approval of concerned supervisors, representatives may attend grievance meetings, pre-discipline investigation meetings, and labor/management committee meetings without loss of pay for time spent during the representative's regular work schedule. The supervisor's approval will not be unreasonably withheld; provided, however, representatives will conduct their business so as to not disrupt the normal activities of City Departments.
- 2) Up to four (4) employee members of the Association's bargaining team may attend contract negotiation sessions with the City during their assigned work hours without loss of pay. Each employee must come from a different department.
- 3) The Association may designate one (1) employee to attend City Commission ~~or Personnel Board~~ meetings during his/her regular work hours without loss of pay when a matter involving the parties' collective bargaining relationship is on the agenda of the City meeting.
- 4) Any absence provided for herein shall be subject to the prior approval of the employee's supervisor. Employees shall not be paid overtime for attendance at any meeting discussed in this Article.
- 5) An employee is entitled to request that a Union representative be permitted to attend all formal interviews where the City's representative intends to gain information from the employee being interviewed that may result in a disciplinary action against that employee. The employee shall be informed of the nature of the interview, the alleged conduct being investigated, and if requested by the employee, given a reasonable period of time prior to the interview to contact an available Union Representative, provided that the interview is not unreasonably delayed.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. Purpose. It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Association's representatives by reason of such participation in the processing of their grievance. Similarly, the Association, its officers or agents, shall not impede, malign, or delay the City or Management's representative in their duties during the investigation or processing of said grievance.

The parties agree that the grievance/arbitration process set forth in this Agreement shall be the sole and exclusive method of resolving all grievances by bargaining unit employees. Accordingly, upon the effective date of this Agreement (October 1, 2003), employees covered by this Agreement shall no longer be able to file an appeal or grievance via the City's Personnel Board procedure for any issue/matter, and the parties agree that the Personnel Board shall not have any jurisdiction to hear any grievance or appeal filed by the bargaining unit or any bargaining unit employee regarding discipline or any other issue or matter.

If, during the term of this Agreement, the City creates an alternative dispute resolution process, then the parties agree to meet and discuss whether that alternative dispute resolution process may be used by the bargaining agent and/or bargaining unit employees via a binding Election of Remedies in lieu of the contractual grievance process.

Section 6.2. Definitions.

- a) Grievance - a grievance is a dispute involving the interpretation or application of the express terms of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved. Disciplinary actions, including discharges, may be grieved under this Article, ~~except as provided herein in Section 3(4) below.~~ Grievances regarding certain non-disciplinary matters, such as disagreements as to the meaning or application of or changes to personnel rules or other work rules or policies, may be filed by the bargaining agent via the contractual grievance process, provided however, that such grievances shall be eligible for processing only to Step III of this grievance process, and that the City Manager's (or designee's) decision at Step 3 shall be final and binding and shall

not be subject to arbitration or any other further appeal. Grievances regarding questions of other non-disciplinary/contract interpretation matters shall be subject to the requirements of this grievance and arbitrator procedure.

- b) Aggrieved Employee(s) - the employee(s) filing the grievance or causing the grievance to be filed.
- c) Immediate Supervisor - the individual having immediate supervisory authority over the aggrieved employee(s).
- d) Division Head - the head of the division in which the aggrieved employee(s) works.
- e) Department Head - the head of the department in which the aggrieved employee(s) works.
- f) Days - days as referred to as time limits herein shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

Section 6.3. Special Provisions.

- a) The time limits set forth herein may only be extended and/or modified by written agreement. The City Manager or designee may agree to a written extension of the grievance time limits, on behalf of the City, at any step in the grievance process.
- b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Association or the grievant(s) fail to initiate or move the grievance through the grievance procedure, in accordance with the time limits set forth herein, it shall be deemed untimely and considered withdrawn.
- c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.
- d) The aggrieved employee shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. To the extent said employee is on his/her regular work schedule, he/she may attend without loss of pay for those actual hours during their regular work schedule.
- e) The Association shall designate in writing to the City the name of one individual who shall be designated as the Chief Steward, whose function shall be to assist the bargaining unit members in the processing of

complaints and grievances under this procedure. In order to investigate, discuss and process grievances, the Chief Steward must request and receive written permission twenty-four (24) hours in advance but it may be less than twenty-four (24) hours in emergencies, and report his/her return to work upon conclusion of the use of time for grievance matters.

- f) An employee may request Association representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.
- g) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this arbitration procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the Executive Assistant to the City Manager/Labor Relations, with a copy to the Human Resources Director, and to the employee(s) involved who shall then be free to process it themselves or through legal counsel up through Step 3 only (except in cases of certain disciplinary actions as noted herein).
- h) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure (subject to the limitations set forth herein), the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- i) The bargaining agent shall not be responsible for any costs (including arbitration costs) attendant to the resolution of any grievance(s) it has not processed.
- j) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.
- k) At Step I, all formal grievances shall be presented on the Grievance Form provided by the City. The grievance shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested. The Election of Remedy Form shall be attached

to the Step I grievance.

- l) Verbal warnings may be grieved only through Step I of this procedure. Written warnings may only be grieved through Step II of this procedure.

Section 6.4. Election of Remedies. It is agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step I grievance or initiating action for redress in any other forum (to the extent that any other such process is available). Such choice of remedy will be made in writing on the Election of Remedy Form to be supplied by the City. The Election of Remedy Form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in the Agreement or initiate action for redress before a governmental board, agency, or court proceeding (to the extent that such other process is available). Selection of redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance. If applicable, the Election of Remedy Form shall be attached to the Step I grievance.

GRIEVANCE STEPS:

STEP I

- a) The grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this Agreement.
- b) The grievance shall be filed with the division head in writing, on the Grievance Form as provided by the City, and as agreed herein, and shall state the specific article, section and language alleged to have been violated. If applicable, the Election of Remedy Form shall be attached to the grievance.
- c) The division head or his/her designee shall note the date of receipt of the grievance on the Grievance Form, and shall schedule a meeting with the aggrieved employee to take place within five (5) days of receipt of the grievance.
- d) Within five (5) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee, the bargaining agent, and the department head.
- e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within seven (7) days of receipt of the decision.
- g) The appeal shall be submitted in writing on the Grievance Form to the department head. Failure to appeal the decision of the division head within seven (7) days shall constitute acceptance by the aggrieved

employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

STEP II

- a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place not more than five (5) days after receipt of the appeal. The ~~exclusive~~ bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
- b) Within five (5) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing on the Grievance Form to the aggrieved employee(s), and to the bargaining agent.
- c) The aggrieved employee(s) may appeal the decision of the department head within seven (7) days of receipt of the decision. The appeal shall be communicated in writing to the ~~Executive Assistant to the City Manager~~ or designee for Labor Relations on the Grievance Form and shall include copies of all pertinent documentation. Failure to appeal the decision of the department head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

STEP III

- a) If the aggrieved employee and/or a representative of the bargaining unit appeals the decision, the City Manager, or his/her designee, shall schedule a meeting with the aggrieved employee to take place within ten (10) days after receipt of the appeal.
- b) Within ten (10) days of the meeting, the City Manager or his/her designee shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent.
- c) Failure to appeal the decision rendered in Step III within ten (10) days (for matters that are subject to the arbitration procedure) by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

Section 6.5. Arbitration. If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties, provided that the grievance involves a matter that is subject to the arbitration

process. However, the parties agree that the bargaining agent maintains the exclusive right to determine whether any grievance concerning a non-disciplinary matter (that is outside the scope of Section 6.2 (a)) should be taken to arbitration under this procedure. In cases involving the issuance of certain disciplinary actions (i.e., only suspension without pay, disciplinary demotion, or termination), the parties agree that an individual employee who is not represented by the bargaining agent may elect to proceed to arbitration under this procedure, provided that the employee shall be responsible for all costs and fees related to presenting his/her case.

- a) Notice of intent to submit the grievance to arbitration shall be communicated by the office of the Association President in writing to the office of the City Manager's designee for Labor Relations within ten (10) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Association President.
- b) Within fourteen (14) days after written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of five (5) arbitrators shall be submitted to the Federal Mediation and Conciliation Service. Both the City and the Association shall have the right to strike names from the panel. The striking of names from the list of proposed arbitrators shall be accomplished by having the parties alternately cross out names on the list. The party requesting arbitration shall strike first.

The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Association requesting that he/she set a time and place for a meeting, subject to the availability of the City and the Association.

- c) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.
- d) All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent (or the employee in

cases where the bargaining agent is not representing the employee). Each party will pay the cost of presenting its own case, including the cost of attorney fees and witnesses.

Section 6.6. Differences Concerning Personnel Rules. A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted through Step III of the grievance process as set forth in Section 6.2 (a). ~~by the employee or the Association President (or his/her designee) to the City Manager (or his/her Representative) within ten (10) days after the occurrence of the event giving rise to the difference of opinion. The Human Resources Director (or his/her Representative), and the City Manager (or his/her Representative), shall discuss the matter with the employee and the Association Representative at a time mutually agreeable to the parties. If no settlement is reached at this meeting, the employee retains his/her right to appeal to the Personnel Board under the statutory procedures governing such appeals.~~

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 7.1. Normal Workday. The normal workday shall consist of eight (8) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless some other workdays are specifically authorized by the City Manager.

Section 7.2. Normal Workweek. The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

Section 7.3. Rest Periods. Employees may take a rest period of fifteen (15) minutes for each half-day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period are subject to disciplinary action.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided.

Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break.

Section 7.4. Reporting Pay. A full-time employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay; provided, however, that supervisors may assign employees to perform any reasonable work.

Section 7.5. Overtime. It is understood that the City may require necessary and reasonable overtime for unit members. Where employees are eligible for overtime pay under the Fair Labor Standards Act, for all hours worked in excess of forty hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Annual leave, Holiday leave, and other paid leave shall be considered as time worked for the purpose of computing overtime; but sick leave shall not.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays.

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

Section 7.6. Distribution of Overtime Opportunity. Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required.

Seniority for the purpose of this subsection shall mean length of continuous service with the City.

Overtime opportunities shall be accumulated on adequate records (which shall be available to the employees) and offered overtime not worked shall be considered as worked in maintaining these records.

If any qualified employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.

Employees who have been credited for overtime hours not worked shall not be discriminated against with respect to future overtime opportunities.

Section 7.7. Call Back Pay. An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or (4) four hours of pay. It is understood that call-in pay shall not overlap with an employee's regularly scheduled shift.

Section 7.8. Stand By Pay. Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable period of time as determined based upon the circumstances). Failure to meet these requirements (as may be

modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

Section 7.9 8. No Pyramiding. Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

ARTICLE 8
WAGES & FRINGE BENEFITS

Section 8.1. Wages.

The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs.

No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

- a) Effective with the first (1st) pay period ending in October ~~of 2003~~ 2000, there ~~shall be~~ ~~was~~ an across-the-board wage increase of two ~~and one-half~~ percent (2.5%) for all bargaining unit positions. Also effective on October 1, 2003, the minimum and maximum pay ranges for bargaining unit positions will be increased to match the present minimum and maximum ranges for the pay grades applicable to Unclassified classifications.

~~Retroactive to the first (1st) pay period ending in October 2000, there shall be an across-the-board wage increase of an additional two percent (2%) for a total of four percent (4%) for all supervisors who were in bargaining unit positions.~~

~~In addition, the following positions will be reclassified effective with the first (1st) pay period ending in June 19, 2002:~~

- ~~1. Water Service Representative will move from Grade 8 to Grade 9 effective June 19, 2002~~
- ~~2. Paint Supervisor will move from Grade 10 to Grade 11~~
- ~~3. Parking Facilities Supervisor will move from Grade 9 to Grade 10~~
- ~~4. Maintenance Supervisor will move from Grade 11 to Grade 12~~
- ~~5. A/C Supervisor will move from Grade 12 to Grade 14~~
- ~~6. Electrician Supervisor will move from Grade 12 to Grade 14~~
- ~~7. Plumbing Supervisor will move from Grade 12 to Grade 14~~

- b) ~~Effective on or after June 19, 2002 the employees who have been reclassified (see item (a) above) will receive an additional two percent (2%) increase except for those employees who have already received a reclassification increase.~~

- b) Effective in ~~Retroactive to~~ the first (1st) pay period ending in October of ~~2004~~ 2001, there shall be an across-the-board wage increase of ~~two and one-half four~~ percent (~~2.5% 4%~~) for all ~~supervisors who were in~~ bargaining unit positions. In addition, the minimums and maximums of each range will increase by ~~(at least) two and one-half four~~ percent (~~2.5% 4%~~).
- c) Effective with the first (1st) pay period ending in October of ~~2005~~ 2002, there shall be an across-the-board wage increase of ~~two and one-half four~~ percent (~~2.5% 4%~~). In addition, the minimums and maximums of each range will increase by ~~(at least) two and one-half four~~ percent (~~2.5% 4%~~).
- d) During the term of this Agreement, the City may, after consultation with the Union, increase the minimum and maximum of the bargaining unit salary ranges in an amount that may exceed the above noted increases to the minimum and maximum of the ranges, if the City determines that such changes are needed in order to maintain parity with non-bargaining unit pay grades. However, no adjustment to any paygrade made pursuant to this paragraph shall result in a decrease in the paygrades for any bargaining unit position below the contractually agreed upon adjustment set forth above in Sections 8 (a), (b), and (c).

Within ~~sixty (60) thirty (30)~~ days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance with the policy established by Human Resources. Failure to complete a Performance Evaluation within ~~sixty (60) thirty (30)~~ days will result in an automatic two percent (2%) salary increase. Any other increase will take effect retroactively when the evaluation is completed. Performance Evaluation increases may total no more than four percent (4%).

Employees who receive a score of ninety (90) or above shall receive a four percent (4%) increase on their merit review date.

Employees who receive a score of less than ninety (90), but eighty (80) or above, shall receive a three percent (3%) increase on their merit date.

Employees who receive a score of less than eighty (80), but sixty (60) or above, shall receive a two percent (2%) increase on their merit date.

If an employee's merit rating score does not qualify him/her for a merit increase, the employee may grieve the evaluation up to Step 3 under the provisions of this Agreement.

Section 8.2. Holidays. The following fourteen (14) days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Dr. Martin Luther King's Birthday, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

Section 8.3. Holiday Pay.

- a) Whenever any of the holidays listed in Section 2. Holidays, of this Agreement fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

City celebrated holidays that fall on Tuesday, Wednesday, or Thursday, and said holiday is on the employee's regular day off, then the employee shall receive a day's pay for said holiday, if they meet all of the qualifications contained herein.

- b) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such absences are excused. Excused absences are defined as:
- 1) an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
 - 2) approved annual leave;
 - 3) floating holiday;
 - 4) birthday.
 - 5) bereavement.
- c) Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive for his/her normal workday a straight time hourly rate of pay for the holiday.
- e) Work on a holiday falling on a non-job basis employee's regularly scheduled work day, he/she shall receive holiday pay for the holiday and time and one half for the hours worked.

- e) Should a non-job basis employee be required to work on a holiday falling on his/her day off, he/she shall receive holiday pay for the holiday and shall receive pay at double time and one half rate for the hours worked.
- f) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.
- g) A holiday which is observed during an employee's regularly scheduled workweek shall be considered as time worked for the purpose of computing overtime for non-job basis employees.

Section 8.4. Allowances. Allowances being received by employees as of October 1, 1998 shall continue to be paid to those employees during the term of this Agreement.

Section 8.5. Meal Allowance. An employee who works three (3) or more hours of overtime that is contiguous with his/her shift shall be paid a seven dollars (\$7.00) meal allowance.

In the event of emergency conditions and employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

Section 8.6. Bereavement Leave. In case of death in the immediate family of an employee, time off with straight-time pay will be allowed for up to two (2) scheduled workdays per death. An additional three (3) days may be granted, for a maximum of five (5) days off, if approved by the Department Head. The three (3) additional days off may be charged to the employee's accrued sick or vacation time, and shall not be counted against the employee for the purposes of performance evaluations ratings.

The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson or stepdaughter, or domestic partner (as defined in the Domestic Partner Leave Ordinance).

In the case of a death of a member of the employee's family not herein specified but who lived with the employee's family at the time of his/her death, consideration will be given to the employee's request to use accrued annual leave or floating holidays to attend the funeral.

Upon request, an employee may be required to provide verification of his/her relationship to the deceased and of the death.

Section 8.7. Unpaid Leaves. Leave of absence without pay may be granted in accordance with the City of Miami Beach Personnel Rules.

Section 8.8. Jury Duty. The City of Miami Beach shall permit employees either to keep payments received from Courts of competent jurisdiction for being on jury duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. Employees are expected to return to work upon being released from jury duty during the work shift. However, if three (3) hours or less are left in the employee's work shift at the time that the employee is released from jury duty, the employee shall immediately contact his/her immediate supervisor for instructions as to whether he/she should return to work for the remainder of that shift.

Section 8.9. Uniforms. For the term of this Agreement, the City will provide uniforms (i.e., a full uniform set shall include a long or short sleeve shirt and long or short pants) to bargaining unit employees who are required to wear them. Employees will be issued 5 sets of new uniforms (4 sets if the employee works a 4 day work week) in January of each year. New employees will be issued ~~six (6)~~ five (5) sets (or four (4) sets depending on the employees schedule) of uniforms upon entry into the bargaining unit. If an employee has been employed in the bargaining unit position for six (6) months or less when additional new uniforms are issued in January, then the additional new uniforms will not be issued to the employee at that time, but the employee will be issued a complete set of new uniforms in the following January. The composition of the uniform shall be determined by the Department Director after consultation with the Association. The uniforms issued shall be chosen based on considerations of employee safety and comfort, as well as cost. Issued uniforms items (i.e., a shirt or pants) will be replaced on a timely basis by the Department upon the employee's presentation of worn or damaged uniform items provided, however, employees shall receive no more than a minimum of two (2) additional replacement uniforms items (up to 2 shirts and/or 2 pants) each year. Each Department Director shall provide necessary safety/foul weather gear, as appropriate.

The Beach Patrol Operations Supervisor shall be provided with one (1) ~~cotton~~ sweat suit per year.

All GSA Employees will receive one (1) uniform jacket during the term of the contract.

The vendors will deliver the uniforms in the month of January of each year for the term of this Agreement.

Section 8.10. Safety Shoes. Employees in the following job classifications will be required to wear safety shoes during all working hours. ~~Effective as of May 1, 1999, a~~ A safety shoe certificate will be provided for up to ~~seventy-five sixty~~ dollars (~~\$75.00 \$60.00~~) per year to those employees in the following job classifications for the purchase of safety shoes meeting ANSIZ41 Federal Safety Standards.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes, which will be developed by a Association/Management Committee comprised of two (2) Association representatives and two (2) Management representatives.

| | |
|---|------------------------------------|
| Air Conditioning Supervisor | City Surveyor |
| Electrician Supervisor | Electronics/Instruments Supervisor |
| Fleet Operations Supervisor | Maintenance Supervisor |
| Metered Service Supervisor | Paint Supervisor |
| Park Operations Supervisor | Plumbing Supervisor |
| Property Management Operations Supervisor | Pumping Operations Supervisor |
| Recreation Supervisor I | Senior Building Inspector |
| Senior Engineering Inspector | Sewer Field Operations Supervisor |
| Street Lighting Operations Supervisor | Street Operation Supervisor |
| Water Field Operations Supervisor | Warehouse Supervisor |
| Water Service Representative | |

Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Personnel Board or grievable under this Agreement.

When due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate for up to ~~seventy-five~~ ~~sixty~~ dollars (\$~~75.00~~ ~~\$60.00~~) for the purchase of a replacement pair of safety shoes when the destroyed or unrepairable pair of safety shoes is turned in to the Department.

The Department Director, or his/her designee, shall issue the certificate for the replacement pair of safety shoes on the basis of need and not on an automatic basis. Further the replacement of worn heels and/or soles on the safety shoes shall be the responsibility of the employee and not the City.

Section 8.11. Shift Differential. Where a majority of an employee's regularly assigned shift hours fall between 3:00 p.m. and 11:00 p.m., the employee shall receive a shift differential of forty five cents (45¢) per hour for work performed after 3:00 p.m.

Where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty- five cents (\$.55) per hour for work performed after 11:00 p.m.

Section 8.12. Rate of Pay When Working Out of Classification. An employee may be required to temporarily work out of his/her classification when directed by Management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than two (2) hours per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- b) If he/she is temporarily working for two (2) or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

Section 8.13. Paid Leave. Full-time bargaining unit employees shall earn and be paid for sick leave and vacation leave in accordance with Ordinance No. 1335; provided, however that:

A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

- a) a supervisor suspects abuse of sick leave because of a developing pattern (e.g., frequent sick leave usage of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, etc.). The Supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Department at the end of six (6) months to determine if it is necessary that it continue; or
- b) the illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation; or
- c) an employee has been absent from work for more than five (5) consecutive workdays.
- d) In an emergency, such as a hurricane.

The grant of emergency leave as provided for in the City's Work Rules may be denied, if an employee does not provide evidence satisfactory to his/her supervisor that the cause of the absence was an emergency.

Section 8.14. Perfect Attendance Bonus. Full-time employees who perform the full scope of their regularly assigned classification for the full term of Fiscal Year 1999/2000 shall receive a lump sum bonus of three hundred dollars (\$300.00), (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least forty-eight (48) hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. This bonus shall be paid in December of each year of the contract.

Section 8.15. Part-Time Employees. Notwithstanding any other provision in this Agreement, bargaining unit employees who work part-time schedules shall earn fifty percent (50%) of sick and vacation leave credits earned by full-time employees. Pay for absences due to illness or vacation shall be for approved hours absent from scheduled assignments.

Payoffs for sick and vacation balances at separation, bereavement leave, and holiday pay shall also be provided at the rate of fifty percent (50%) of that afforded to full-time employees.

Section 8.16. Sick and Vacation Leave Accrual and Maximum Payment on Termination. The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978.

All employees covered by the agreement and hired after October 1, 1978 shall, under applicable ordinances, rules and regulations: shall be allowed to accumulate no more than 360 hours of vacation leave except in accordance with provision for postponement of vacation leave; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred, be permitted a maximum payment time at termination, death, or retirement of 480 hours vacation leave and one-half of sick leave to a maximum of 600 hours.

See schedule of implementation below:

1. A post October 1, 1978 employee who retires between April 8, 2002 and April 30, 2002, shall be entitled to termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of four hundred and eighty (480) hours.

2. A post 1978 employee who retires on or after April 30, 2002, shall be entitled to a termination payout of one-half (½) of his/her accrued sick leave up to a maximum payout of 600 hours.
3. Effective January 1, 2002, the "Must Use" accrual on vacation will be raised to 360 hours.

Section 8.17. Pay for Hazard Duty. Effective June 19, 2002, employees working hazard duty will be paid \$1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

- A. Spraying hazardous chemicals (The definition of "hazardous" shall be consistent with the current definition as of ratification).
- B. Diving with scuba gear
- C. Working in trenches five (5) feet in depth or greater
- D. Working in raw sewage
- E. Working forty (40) feet or higher on aerial lift operations.

Section 8.18 Essential Personnel (Hurricane Pay). When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days. This provision shall be effective on June 19, 2002.

Section 8.19. Property Management- License(s) Maintenance. Three (3) positions in Property Management (AC Supervisor, Electrical Supervisor, and Plumbing Supervisor) will receive a supplement of two hundred and fifty dollars (\$250) biweekly for using their license as a qualifier. The supplement will start when the employee's license is approved by the Licensing Board. The supplement will continue until either party requests a change of status to remove the qualifier or if the license expires. The City will fill out the appropriate forms in a timely fashion and send a copy of the completed form to GSAF. Effective in the first full bi-weekly pay period after October 1, 2005, the supplement will increase to three hundred dollars (\$300.00) bi-weekly.

The Supplement is not part of base salary. Therefore, the supplement can go above the maximum of the pay range. The supplement is pensionable. The supplement will be reviewed on an annual basis to determine if the supplement should be increased according to market conditions.

The City is researching whether any additional licensee(s) may be used as a primary qualifier in another City Department/Division. In the event that the City determines that any additional licensee(s) may be used as a primary qualifier under terms that are acceptable to the City, and the City decides to use any additional licensee, then the employee/licensee will be paid the qualification payment under the terms set forth above.

Section 8.20. Tool Reimbursement. After the effective date of this Agreement (October 1, 2003) the City will commence a Tool Reimbursement benefit through which bargaining unit employees in the job classifications of Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor may be reimbursed for an employee's tool that is damaged or broken while being used at work, provided however, that the damage must not be the result of the employee's negligence. The maximum amount payable in any fiscal year for tool reimbursement per employee is \$400. To be eligible for reimbursement, the employee must provide to the Department or Division Director, the broken/damaged tool (which the City may keep) and a report describing the circumstances regarding where, when and how tool was broken/damaged, and the receipt for the replacement tool purchased which must be of like quality and value. The tool must not be otherwise repairable or replaceable through a manufacturer's warranty. Denial of a request for reimbursement is not grievable.

Bargaining unit employees in the above noted positions who have been paid a Tool Allowance benefit before October of 1998, will remain eligible for only such Tool Allowance. Bargaining unit employees in the above noted positions who were hired after October of 1998 and/or who were not receiving a Tool Allowance will be eligible for the Tool Reimbursement. However, no employee will be eligible for both a Tool Allowance and Tool Reimbursement benefits.

ARTICLE 9

INSURANCE

The City shall offer medical, dental, and life insurance benefit plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. ~~The current cost of these plans and any premium increases shall continue to be shared equally (50%/50%).~~ The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.

~~The level of benefits shall not be altered during the term of this Agreement without agreement by the Group Insurance Board. A bargaining unit employee may serve on this Board for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan.~~

The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board. A bargaining unit employee may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan.

~~If the Association wishes to substitute its benefit plans for those offered by the City during the term of the Agreement, it may reopen negotiations of this Article upon sixty (60) days written notice; provided, however, the City's cost may not be increased as a result of such negotiations.~~

~~Domestic Partners as defined by the City shall be included in the City's Group Health Insurance Plan effective December 29, 2001.~~

ARTICLE 10
PENSION AND REOPENERS

During the term of this Agreement, the current benefit provisions of the General Employees' Pension Plan shall continue in effect for full-time bargaining unit employees.

The parties agree that any bargaining unit member who elected/s to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.

Commencing on or after October 1, 2004, the Union reserves the right, with thirty (30) days written notice, to reopen the Pension Article, to discuss the potential for implementation of pension benefits that have been the subject of actuarial studies. Commencing on or after October 1, 2004, the City also reserves the right, with thirty (30) days written notice, to reopen two Articles for negotiations.

1. ~~Request City Pension Board provide actuarial study by September 30, 2003 as follows:~~

- ~~A. Application of Rule of Seventy (70)~~
- ~~B. Retirement window October 1, 2001~~
- ~~C. DROP (Deferred Retirement Option Plan)~~

2. ~~With fifteen (15) days notice, either party may request reopeners to discuss the potential for implementation of benefits studied in the actuarial studies.~~

3. ~~The City agrees to an increase from 1.5% Simple Cost of Living to 2.5% Compounded Cost of Living increase for employees who retire after October 1, 2000.~~

ARTICLE 11
GENERAL PROVISIONS

Section 11.1. Discrimination. In accordance with applicable federal, and state law, the City and the Association agree not to discriminate against any employee on the basis of race, creed, color, religion, handicap, sex, national origin, age, sexual orientation, marital status, political party affiliation, or Association membership.

Section 11.2. Meetings Between Parties. At the reasonable request of either party, the Association President, or his/her representative, and the City Manager, or his/her representative, shall meet at least quarterly at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Association President, or his/her representative, makes suggestions or recommendations to the City Manager, or his/her representative, specifically concerning productivity of job safety, the City Manager, or his/her representative, will respond as appropriate.

Section 11.3. Work Rules. The City will provide the Association with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Association shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered whose decision is not grievable.

Section 11.4. Stress Reduction/Police Department's Public Safety Communications Unit. Those employees covered by this Agreement who work in the Miami Beach Police Department's Public Safety Communications Unit (PSCU), will be given a stress reduction training program provided by the City. Such stress training will be a one-day stress seminar as given to sworn officers. Should an employee and/or management supervisor believe that an employee might benefit by being referred to the City's Employee Assistance Program (EAP), then the employee will be referred consistent with current policies. If an employee needs help beyond that offered by the EAP, then the EAP may require appropriate referrals for outside professional assistance.

Section 11.5. Labor/Management Committee. ~~There shall be a four (4) member labor/management committee with two (2) members each appointed by the Association President and the City Manager. The committee shall meet at mutually agreed times to discuss matters of common interest. The labor/management committee is not a forum for collective bargaining or resolving specific grievances. In order to strengthen the parties' labor-management relations, the GSA agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the GSA or by the City (through the~~

City Manager, Department Directors, or designees) to meet at mutually accepted times.

Section 11.6. Safety. The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

- a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.
- b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who type more than 50% of their workday.
- c) The City will provide appropriate self-defense training to all Parking Enforcement employees.
- d) The Association is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.
- e) If there is a central, Citywide Safety Committee, the Association's President, or his/her designee, may be a member if he/she so requests.

Section 11.7. Bulletin Boards. The Association may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

- a) Notices of Association Meetings.
- b) Notices of Association Elections.
- c) Reports of Association Committees.
- d) Recreational and Social Affairs of the Association.
- e) Any material of informational nature related to Government Supervisors Association of Florida/OPEIU.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

Section 11.8. Probationary Employees. A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated representative at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the Human Resources Director may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

Section 11.9. Notification in the Event of Transfer or Contracting Out. When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by bargaining unit employees, the City agrees that it will meet and discuss with the representatives of the Association both the decision to contract and the effect of such contract upon members of the bargaining unit. Such discussions will include a review of any cost analysis done by the City and will occur prior to the execution of such a contract.

If the City enters into such a contract and, as a result thereof, an employee will be laid off, the City agrees such employee shall be entitled to first consideration by the contractor for any available work.

In the event that the employee is not employed by the contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the Human Resources Director.

If there are no jobs available, the reduction in force provision contained in the Personnel Rules shall apply.

Section 11.10. Seniority.

- 1) When vacations are scheduled, permanent vacancies or shifts are filled, or promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. For these purposes, seniority shall be measured by the length of time in the affected classification.
- 2) Seniority will not apply in an emergency.
- 3) For those members promoted on the same date, seniority will be determined by date of employment.
- 4) For members whose promotion date and date of employment are the same, seniority shall be determined by the higher score on the eligibility list.

Section 11.11. Reduction in Force. When there is a reduction in the bargaining unit workforce, employees will be subject to the layoff procedure set forth in the City's Personnel Rules.

Section 11.12. Military Leave. Federal and State law concerning military leave govern the City and all employees represented by this Agreement shall receive the benefits of such laws.

Section 11.13. Pay Advances. An employee in this unit may request his/her annual leave pay check in advance of any scheduled annual leave by submitting a request to his/her Department Director at least one (1) pay period prior to leaving on annual leave.

Section 11.14. Mentoring Program. Bargaining unit employees may request to participate in the City's Mentoring Program, as set forth in the Human Resources' Department policies and procedures, which may be changed from time to time or discontinued at the City Manager's discretion. Denial or disapproval of a request for participation in this Program shall not be grievable.

ARTICLE 12
DRUG AND ALCOHOL TESTING

Section 12.1. The City and the Association recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare, and safety of employees, and the general public at large.

Section 12.2. Using, selling, possessing or being under the influence of drugs or controlled substances while at work is prohibited. Employees are further prohibited from consuming alcohol and drugs on duty and/or abusing alcohol and drugs off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

Section 12.3. The City may require any employee to submit to a blood analysis, urine analysis and/or Breathalyzer when it has a reasonable suspicion as defined in Florida Statutes 440.102 (N) that an employee is under the influence of or using alcohol, drugs or narcotics and/or when an employee has caused, contributed to or been involved in an accident (i.e., automobile or other injury).

Section 12.4. In the event a urine specimen is tested as positive, a portion of that sample will be subjected to a second test at the employee's request and at the employee's expense.

Section 12.5. At the conclusion of the drug and alcohol testing, the City may take whatever action, if any, it deems appropriate. In the event that said action is in the form of discipline, the employee may grieve said discipline through the contractual grievance/arbitration procedure.

Section 12.6. The parties agree that an employee's refusal to submit ("refusal to submit" includes adulterating a sample or submitting a false sample) to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

Section 12.7. Drug/Alcohol Random Testing. It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. To demonstrate the commitment of the City and the Association to this notion, employees will be subject to random testing during the term of this Agreement. Employees will be chosen from a blind list by the Human Resources Department or its designee. Those employees who have a CDL license and are in the CDL Drug Testing Pool will not be part of the GSA Drug Testing Pool since the employees who hold a CDL license are already being randomly tested. In other words, all GSA employees will be in either the CDL Random Drug Testing Pool or the GSA Random Drug Testing Pool.

Section 12.8. Last Chance Agreement. Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement" to continue their employment. The Agreement shall require participation in a rehabilitation program and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement, if the incident giving rise to the positive drug test involved threatening or violent behavior or conduct so disgraceful that it causes substantial embarrassment to the Administration. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees shall be entitled to only one (1) chance for substance abuse rehabilitation during employment with the City.

ARTICLE 13

SAVINGS

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.

ARTICLE 14
ENTIRE AGREEMENT

The Association acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's rights set forth in the Management Rights Article of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc., except as otherwise provided herein.

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Association concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Association does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay Management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized representatives of the parties before it will be effective.

ARTICLE 15
TERM OF AGREEMENT & REOPENER

This Agreement shall be effective as of October 1, ~~2003~~ 2000, and shall continue for a term through September 30, ~~2006~~ 2003, unless extended as follows:

1. Either party may require, by written notice to the other, not later than June 1, ~~2006~~ 2003, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, ~~2006~~ 2003. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, ~~2006~~ 2003 through September 30, ~~2007~~ 2004.
2. Provided the contract was extended under the provisions outlined in number one (#1) above, either party may require, by written notice to the other, not later than June 1, ~~2007~~ 2004, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, ~~2007~~ 2004. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, ~~2007~~ 2004 through September 30, ~~2008~~ 2005.

Executed by the parties hereto on the _____ day of _____, ~~2003~~ 2002.

GOVERNMENT SUPERVISORS ASSOCIATION
of FLORIDA, OPEIU LOCAL 100

CITY OF MIAMI BEACH

By: _____
Richard Ellis
GSAF President

By: _____
Jorge M. Gonzalez
City Manager

Donald D. Slesnick
Chief Negotiator/GSA

Greg Blackman, GSAF 1st Vice President

Robin Garber
GSAF Chief Membership Representative

~~Willie Kirby~~ Nomikos Tsakrios
~~Union Steward~~ Union Representative

~~Vernon Cash Jr.~~ Amy Lutze
~~Union Steward~~ Union Representative

Approved by vote of the City Commission, _____, ~~2002~~ 2003.

David Dermer
Mayor

ATTEST:

Robert Parcher
City Clerk

GOVERNMENT SUPERVISORS ASSOCIATION
OF FLORIDA, OPEIU, LOCAL 100
ELECTION OF REMEDY FORM

Grievance No. _____

This form must be completed and signed at the first step of the grievance procedure.

Employee must elect, sign, and date only one of the two following choices:

1. _____ I/We elect to utilize the Grievance Procedure contained in the current Agreement between the City of Miami Beach, Florida, and Government Supervisors Association of Florida, OPEIU, Local 100. I understand that this choice precludes my utilization of Option Number 2.

Employee Signature

Date

2. _____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we permanently waive my/our contractual right to the Grievance Procedure contained in the current labor Agreement between the City of Miami Beach and Government Supervisors Association of Florida, OPEIU, Local 100. Any resolution of a grievance from another forum cannot be inconsistent with the terms of the collective bargaining agreement that is in effect.

Employee Signature

Date

LG\mr

A:/Draft GSA Final Contract 2003-2006 with strike and underline.doc

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, and authorizing the Administration to issue a standing order to Siemens, as a sole source, pursuant to State of Florida Contract #PABX730-650-99-1, in the amount of \$183,000.00, for the period of FY2003-2004, renewable annually, for provision of city-wide maintenance services for Siemens telephone and IVR systems.

Issue:

Whether a new Standing Order for Siemens should be issued pursuant to State Contract reduced pricing and services for maintenance of Siemens telephone and IVR system.


Item Summary/Recommendation:

Currently, Siemens provides City-wide maintenance services for Siemens telephone and IVR systems under State of Florida Contract #PABX730-650-99-1. For this reason, the City is able to take advantage of reduced State pricing and services at 14% off non-government rates. The Administration recommends approval of the following Standing Order for Siemens.

Advisory Board Recommendation:

N/A


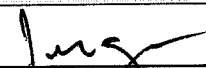
Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|--|--------------|--------------|--|----------|
|  Finance Dept. | 1 | \$183,000.00 | 550.1750.000325 – Internal Service Fund, FY2003-2004 | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | \$183,000.00 | 550.1750.000325 – Internal Service Fund, FY2003-2004 | |

City Clerk's Office Legislative Tracking:

M. Kay Randall, Director, Information Technology

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|---|---|
| |  |  |

AGENDA ITEM

C7H

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ISSUE A STANDING ORDER TO SIEMENS, AS A SOLE SOURCE, PURSUANT TO STATE OF FLORIDA CONTRACT #PABX730-650-99-1, IN THE AMOUNT OF \$183,000.00, FOR FY2003-2004, RENEWABLE ANNUALLY, FOR PROVISION OF CITY-WIDE MAINTENANCE SERVICES FOR SIEMENS TELEPHONE AND IVR SYSTEMS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BID AMOUNT AND FUNDING

\$183,000.00 Funding is available from the Internal Service Fund for Information Technology (Budget Account 550.1750.000325, FY2002-2003).

ANALYSIS

Currently, Siemens provides city-wide maintenance services for Siemens telephone and IVR systems under State of Florida Contract #PABX730-650-99-1. For this reason, the City is able to take advantage of reduced State pricing and services which amounts to 14% off non-government rates.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the Administration to issue a standing order to Siemens, as a sole source, pursuant to State of Florida Contract #PABX730-650-99-1, in the amount of \$183,000.00, for FY2003-2004, renewable annually, for city-wide maintenance services for Siemens telephone and IVR systems.

JMG:PDW:MKR:GL

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ISSUE A STANDING ORDER TO SIEMENS, AS A SOLE SOURCE, PURSUANT TO STATE OF FLORIDA CONTRACT #PABX730-650-99-1, IN THE AMOUNT OF \$183,000.00, FOR FY2003-2004, RENEWABLE ANNUALLY, FOR PROVISION OF CITY-WIDE MAINTENANCE SERVICES FOR SIEMENS TELEPHONE AND IVR SYSTEMS.

WHEREAS, the standing order for Siemens expires on September 30, 2003; and

WHEREAS, the City has purchased Siemens telecommunications products for the past five years and Siemens has maintained this equipment; and

WHEREAS, Siemens provides services to the City under State Contract #PABX730-650-99-1; and

WHEREAS, Siemens provides substantial savings under the State Contract for maintenance services for Siemens telephone and IVR systems; and

WHEREAS, it is important to maintain the relationship between the City and Siemens, as a sole source, in order to ensure the proper maintenance of the City's Siemens equipment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City authorizing the Administration to issue a Standing Order to Siemens, as a sole source, pursuant to State of Florida Department Contract #PABX730-650-99-1, in the amount of \$183,000.00, for FY2003-2004, renewable annually, for provision of maintenance services for Siemens telephone and IVR systems.

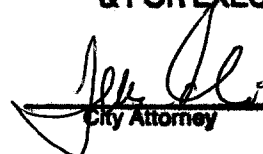
PASSED and ADOPTED this ____ day of October, 2003.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10-10-03
City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Declaration of an emergency parking situation during the specified dates of the respective events outlined below to be utilized for valet parking and self-parking. The Administration further recommends authorizing the City Manager to require parking operators to secure the appropriate insurance and Occupational Licenses required by the City Code to operate self-parking and/or valet parking operations for this purpose.

Issue:

Whether to declare an emergency parking situation during specified dates outlined below for vacant lots, as specified below, to be utilized for valet parking and self-parking.

Item Summary/Recommendation:

During some weekends throughout the year, severe parking demand leads to mobility problems and ultimately gridlock on our City's roadway system. This fact has been experienced during Boat Show, Memorial Day Weekend, and New Year's Eve. The creation of additional parking opportunities for visitors to the City during high impact events, coupled with an enhanced Electrowave circulator program (park-and-ride services) alleviates the mobility problems and gridlock anticipated during these event weekends. The Administration has developed a list of vacant surface lots that could be available for use during specified events to alleviate the anticipated severe parking demand. The following is a listing of the events and their respective anticipated emergency dates.

| Event | Dates | Vacant Surface Lots |
|--------------------------|------------------|----------------------------|
| South Florida Auto Show | Nov. 07-16, 2003 | Citywide |
| Art Basel | Dec. 03-07, 2003 | Citywide |
| New Year's Eve Event | Dec. 31, 2003 | Citywide |
| Art Miami | Jan. 07-11, 2004 | Citywide |
| Graphics of the Americas | Jan. 23-25, 2004 | Citywide |
| Boat Show | Feb. 12-17, 2004 | Citywide |
| Memorial Day Weekend | May 28-31, 2004 | Citywide |

THE ADMINISTRATION RECOMMENDS THE ADOPTION OF THE RESOLUTION.

Advisory Board Recommendation:

Transportation and Parking Committee endorsed the item on October 7, 2003.

Financial Information:

Amount to be expended:

N/A

Source of Funds:



Finance Dept.

| | Amount | Account | Approved |
|--------------|---------------|----------------|-----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| Total | | | |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|----------------------------|-------------------------------|---------------------|
| SF | CMC | JMG |

AGENDA ITEM

C7I

DATE

10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, DECLARING A CITYWIDE PARKING EMERGENCY ON THE FOLLOWING RESPECTIVE DATES FOR THE FOLLOWING RESPECTIVE EVENTS; NOVEMBER 07-16, 2003 FOR THE SOUTH FLORIDA AUTO SHOW; DECEMBER 03-07, 2003 FOR ART BASEL; DECEMBER 31, 2003 FOR NEW YEAR'S EVE EVENT; JANUARY 07-11, 2004 FOR ART MIAMI; JANUARY 23-25, 2004 FOR GRAPHICS OF THE AMERICAS; FEBRUARY 12-17, 2004 FOR THE NMMA MIAMI INTERNATIONAL BOAT SHOW; MAY 28-31, 2004 FOR MEMORIAL DAY WEEKEND; ALLOWING FOR THE USE OF SPECIFIED VACANT SURFACE LOTS CITYWIDE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City of Miami Beach has experienced parking shortages during major events such as the Pavarotti Concert, NFL Weekend 1999, the Boat Show, Graphics of the Americas, and Auto Show. There are various annual and one-time special events scheduled on Miami Beach and the Administration has determined that there will be a severe parking shortage for a number of these events.

ANALYSIS

During some weekends throughout the year, severe parking demand leads to mobility problems and ultimately gridlock on our City's roadway system. This fact has been experienced during Boat Show, Memorial Day Weekend, and New Year's Eve. The creation of additional parking opportunities for visitors to the City during high impact events, coupled with an enhanced Electrowave circulator program (park-and-ride services) alleviates the mobility problems and gridlock anticipated during these event weekends. The following is a listing of the events and their respective anticipated emergency dates.

| Event | Dates | Vacant Surface Lots |
|------------------------------------|------------------|---------------------|
| South Florida Auto Show | Nov. 07-16, 2003 | Citywide |
| Art Basel | Dec. 03-07, 2003 | Citywide |
| New Year's Eve Event | Dec. 31, 2003 | Citywide |
| Art Miami | Jan. 07-11, 2004 | Citywide |
| Graphics of the Americas | Jan. 23-25, 2004 | Citywide |
| NMMA Miami International Boat Show | Feb. 12-17, 2004 | Citywide |
| Memorial Day Weekend | May 28-31, 2004 | Citywide |

CONCLUSION

The Mayor and City Commission should declare an emergency parking situation during the specified dates of the respective events outlined above to be utilized for valet parking and self-parking. The Administration further requests that the Mayor and City Commission authorize the City Manager to require parking operators to secure the appropriate insurance and Occupational Licenses required by the City Code to operate self-parking and/or valet parking operations for this purpose.

CMC
JMG/CMC/SF

T:\AGENDA\2002\NOV1302\CONSENT\LOTEMERG04.CME.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, DECLARING A CITYWIDE PARKING EMERGENCY ON THE FOLLOWING RESPECTIVE DATES FOR THE FOLLOWING RESPECTIVE EVENTS: NOVEMBER 07-16, 2003, FOR THE SOUTH FLORIDA AUTO SHOW; DECEMBER 03-07, 2003, FOR ART BASEL; DECEMBER 31, 2003, FOR NEW YEAR'S EVE EVENTS; JANUARY 07-11, 2004, FOR ART MIAMI; JANUARY 23-25, 2004, FOR GRAPHICS OF THE AMERICAS; FEBRUARY 12-17, 2004, FOR THE NMMA MIAMI INTERNATIONAL BOAT SHOW; AND MAY 28-31, 2004, FOR MEMORIAL DAY WEEKEND EVENTS; ALLOWING FOR THE USE OF SPECIFIED VACANT SURFACE LOTS CITYWIDE, AS DETERMINED BY THE CITY ADMINISTRATION FOR THE PROVISION OF ADDITIONAL PARKING TO ALLEVIATE SAID PARKING EMERGENCIES. FURTHER, PROVIDED THE ADMINISTRATION SHALL REQUIRE PARKING OPERATORS TO SECURE THE APPROPRIATE INSURANCE AND OCCUPATIONAL LICENSES REQUIRED BY THE CITY CODE TO OPERATE SELF-PARKING AND/OR VALET PARKING OPERATIONS FOR THIS PURPOSE, AND TO COMPLY WITH ANY AND ALL OTHER REQUIREMENTS AS DEEMED NECESSARY.

WHEREAS, the City has historically experienced parking shortages during major events such as NFL Weekend 1999, N'SYNC Benefit Concert, Art Basel, Memorial Day Weekend, the Boat Show, Graphics of the Americas, and the Auto Show; and

WHEREAS, during various weekends throughout the year, severe parking demand has historically lead to mobility problems and ultimately gridlock on our City's roadway system; and

WHEREAS, the Administration has found that allowing for the use of specified vacant surface parking lots for additional parking opportunities during high impact events, coupled with an enhanced Electrowave circulator program (park-and-ride) service, has alleviated the mobility problems and gridlock anticipated during these event weekends; and

WHEREAS, the Administration has herein developed a list of vacant surface lots that are available for use during upcoming special events, to alleviate anticipated severe parking demand; the following is a list of the events and their respective anticipated emergency dates:

| Event | Dates | Vacant Surface Lots |
|-------------------------|------------------|----------------------------|
| South Florida Auto Show | Nov. 07-16, 2003 | Citywide |
| Art Basel | Dec. 03-07, 2003 | Citywide |
| New Year's Eve | Dec. 31, 2003 | Citywide |
| Art Miami | Jan. 07-11, 2004 | Citywide |
| Graphics Show | Jan. 23-25, 2004 | Citywide |
| NMMA Boat Show | Feb. 12-17, 2004 | Citywide |
| Memorial Day Weekend | May 28-31, 2004 | Citywide; and |

WHEREAS, the Administration shall require parking operators to secure the appropriate insurance and occupational licenses, as required by the City Code, to operate the lots for self-parking and/or valet parking, as determined by the Administration for these events.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, declaring a citywide parking emergency on the following respective dates for the following respective events: November 07-16, 2003, for the South Florida Auto Show; December 03-07, 2003, for Art Basel; December 31, 2003, for New Year's Eve events; January 07-11, 2004, for Art Miami; January 23-25, 2004, for Graphics of The Americas; February 12-17, 2004, for the NMMA Miami International Boat Show; and May 28-31, 2004, for Memorial Day Weekend events; allowing for the use of specified vacant surface lots citywide, as determined by the City Administration for the provision of additional parking to alleviate said parking emergencies. Further, provided the Administration shall require parking operators to secure the appropriate insurance and occupational licenses required by the city code to operate self-parking and/or valet parking operations for this purpose, and to comply with any and all other requirements as deemed necessary.

PASSED AND ADOPTED this _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

JMG/CMC/SF
F:\PING\ALL\SAUL\COMMRESO\LOTEMERG.RES



City Attorney



Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Setting a Public Hearing to consider the establishment of a restricted residential parking zone for the Lake Pancoast Neighborhood and expanding existing Residential Parking Permit Zone Two (Flamingo Park) on the 500 block of Espanola Way.

Issue:

Whether to set a public hearing to consider and receive public input regarding the creation of a restricted residential parking permit zone for the Lake Pancoast neighborhood and amend the existing Residential Parking Permit Zone Two Flamingo Park to include the 500 block of Espanola Way?

Item Summary/Recommendation:

The City's Parking Department received petitions from residents of the Lake Pancoast, West Avenue, and Flamingo Park (500 block of Espanola Way), respectively, requesting the establishment of restricted residential parking zones for their respective neighborhoods. The Parking Department has surveyed the area and formulated recommendations for review by residents of each of the respective neighborhoods. Three publicly noticed workshops were held with residents of each of the affected areas. Notices were distributed in all three neighborhoods to residents within 375 feet of the affected areas and participants had an opportunity to review, comment, and provide input towards the recommendations for each program. In all three cases, a majority of the residents in attendance concurred with the recommendations. A vote was held at each workshop and in all three cases, a majority voted to proceed with the establishments of said programs. Pursuant to Miami Beach City Code, Chapter 106-78, the Mayor and City Commission must hold a public hearing to consider the establishment of a residential zone for the Lake Pancoast and amending the existing program for Flamingo Park (500 block of Espanola Way) neighborhoods. Therefore, a public hearing should be set at 5:01 P.M. on Tuesday, November 25, 2003, and the City Clerk should publish appropriate Public Notice. **THE ADMINISTRATION RECOMMENDS THE ADOPTION OF THE RESOLUTION.**


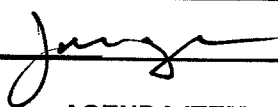
Advisory Board Recommendation:

The TPC (Transportation and Parking Committee) endorsed the Lake Pancoast residential program and the amendments to the existing Residential Parking Permit Zone Two (Flamingo Park) expansion which would include the 500 block of Espanola Way. The Administration will proceed with these recommendations and return to the TPC in December, 2003 and present its findings. The Lake Pancoast and Flamingo Park Zone Two amendments were endorsed by the Transportation and Parking Committee on October 7, 2003.

Financial Information:

| | | | |
|--|--------------|---------------|-----------------|
| Amount to be expended: | | | |
| N/A | | | |
| Source of Funds: <div style="border: 1px solid black; width: 100px; height: 50px; margin: 10px auto;"></div> Finance Dept. | | Amount | Account |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | Total | | |
| | | | Approved |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|--|------------------------|---|
| SF  | CMC | JMG  |

AGENDA ITEM

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez *Ref: for*
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A RESTRICTED RESIDENTIAL PARKING ZONE FOR THE LAKE PANCOAST NEIGHBORHOOD AND EXPANDING EXISTING RESIDENTIAL PARKING PERMIT ZONE TWO (FLAMINGO PARK) ON THE 500 BLOCK OF ESPANOLA WAY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach Parking Department received petitions from residents of the Lake Pancoast, West Avenue, and Flamingo Park (500 block of Espanola Way), respectively, requesting the establishment of restricted residential parking zone for their respective neighborhoods. The Parking Department has surveyed the area and formulated recommendations for review by residents of each of the respective neighborhoods.

Three publicly noticed workshops were held with residents of each of the affected areas on three consecutive Wednesday evenings on August 13th, 20th, and 27th, 2003, for Lake Pancoast, Flamingo Park (500 block of Espanola Way), and West Avenue, respectively. Notices were distributed in all three neighborhoods to residents within 375 feet of the affected areas. Participants had an opportunity to review, comment, and provide input towards the recommendations for each program. In all three cases, a majority of the residents in attendance concurred with the recommendations which included various adjustments that arose from public comment and input. A vote was held at each workshop and in all three cases, a majority voted to proceed with the establishments of said programs. Subsequently, the Administration sent notices to all residents within 375 feet of each of the affected areas advising that the City's TPC (Transportation and Parking Committee) would review this issue on Tuesday, October 7, 2003. The TPC reviewed the Administration's recommendations regarding Lake Pancoast, West Avenue, and the 500 block of Espanola Way. Upon review, public comment, and discussion amongst the Committee members, the TPC endorsed the Lake Pancoast residential program and the amendments to the existing Residential Parking Permit Zone Two (Flamingo Park) expansion which would include the 500 block of Espanola Way. However, after lengthy discussion, debate, and input from

affected residents, the TPC deferred the West Avenue Residential Program for a period of sixty (60) days and recommended that the Administration proceed as follows: (1) provide more information regarding [parking] utilization in the area and (2) hold a second workshop with affected residents and neighboring commercial corridors (Alton Road, Lincoln Road, etc.). The Administration will proceed with these recommendations and return to the TPC in December, 2003 and present its findings.

Therefore, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, Chapter 106-78, entitled, "Creation of residential parking area", the Mayor and City Commission must hold a public hearing to consider the establishment of a residential zone for the Lake Pancoast neighborhood and the amendments to the existing program for Flamingo Park (500 block of Espanola Way).

CONCLUSION

A public hearing should be called before the Mayor and Commission in their Chambers on the Third Floor of City Hall, 1700 Convention Center Drive, Miami Beach, Florida, at 5:01 P.M. on Tuesday, November 25, 2003, and the City Clerk should publish appropriate Public Notice of the said Public Hearing in a newspaper and general circulation in the City of Miami Beach, at which time and place all interested parties will be heard.

JMG/^{CNC}CMC/SF

T:\AGENDA\2002\NOV1302\CONSENT\resipublichearing.CME

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF TWO RESTRICTED RESIDENTIAL PARKING ZONES FOR THE LAKE PANCOAST NEIGHBORHOOD AND EXPANDING EXISTING RESIDENTIAL PARKING PERMIT ZONE TWO (FLAMINGO PARK) ON THE 500 BLOCK OF ESPANOLA WAY.

WHEREAS, the City has received petitions from residents of the Lake Pancoast, West Avenue, and 500 block of Espanola Way, respectively, requesting the establishment of restricted residential parking zones for the Lake Pancoast and West Avenue neighborhoods and expansion of the existing program (Residential Parking Permit Zone Two – Flamingo Park) on the 500 block of Espanola Way; and

WHEREAS, a publicly noticed workshop was held with residents of each of the affected areas and said notices were distributed to residents within 375 feet of the affected areas; and

WHEREAS, participants had an opportunity to review, comment, and provide input toward the recommended programs for each area; and

WHEREAS, a majority of the residents in attendance concurred with the recommendations and voted to proceed with the parking zones proposed for said programs; and

WHEREAS, the Administration sent notices to all residents within 375 feet of each of the affected areas advising that the City's TPC (Transportation and Parking Committee) would review this issue on Tuesday, October 7, 2003; and

WHEREAS, the TPC has reviewed the Administration's recommendations regarding Lake Pancoast, West Avenue, and the 500 block of Espanola Way and, at this time, have endorsed the recommendations for the Lake Pancoast residential program and the proposed amendments to the Residential Parking Permit Zone Two (500 block of Espanola Way), and deferred the West Avenue Residential Program for sixty (60) days in order to obtain more information; and

WHEREAS, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, Section 106-78, entitled, "Creation of residential parking area", the Mayor and City Commission must now hold a public hearing to consider the creation of a restricted residential parking zone (Lake Pancoast) and an amendment to the existing zone Residential Parking Permit Zone Two – Flamingo Park (500 block of Espanola Way).

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that a public hearing to consider the establishment of restricted residential parking zones for the Lake Pancoast neighborhood and amend existing Residential Parking Permit Zone Two – Flamingo Park by including the 500 block of Espanola Way, is hereby called to be held before the Mayor and City Commission in their Chambers on the Third Floor of City Hall, 1700 Convention Center Drive, Miami Beach, Florida, at 5:01 P.M. on Tuesday, November 25, 2003, and the City Clerk is hereby authorized and directed to publish appropriate Public Notice of the said Public Hearing at which time and place all interested parties will be heard.


PASSED AND ADOPTED this _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-10-03

Date

JMG/CMC/SF
T:\AGENDA\2003\oct1503\consent\resipublichearing.reso.doc

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and the City of Miami that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

Issue:

Shall the City of Miami Beach execute a Mutual Aid Agreement with the City of Miami that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the City of Miami, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the City of Miami Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

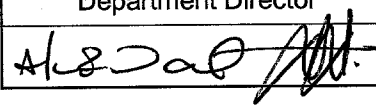
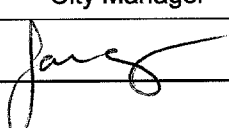
Advisory Board Recommendation:

N/A

Financial Information:

| Amount to be expended: | | | | |
|---|--------------|--------|---------|----------|
| Source of Funds: | | Amount | Account | Approved |
| <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept. | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|------------------------|---|
|  | |  |

F:\POL\TECHSERV\POLICIES\COM_MEMO\Mutual Aid City of Miami PD-2003-SUMMARY.doc

AGENDA ITEM C7K
DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF MIAMI.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and the City of Miami, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the City of Miami Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire in 2008.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.


JMG/DD/RM/JM/HDC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF MIAMI.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the City of Miami, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the City of Miami Police Department; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the City of Miami; and

WHEREAS, the City of Miami Beach and the City of Miami have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with City of Miami, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the City of Miami.

PASSED and ADOPTED this _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

F:\POLITECHSERV\POLICIES\COM_MEMO\Mutual Aid Miami PD-2002-RESO.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

M. H. Dull
City Attorney
MDR
10-8-03
Date

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT

WITNESSETH

Whereas, it is the responsibility of the governments of the City of Miami, Florida, and the City of Miami Beach to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the City of Miami Beach Police Department; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami and the City of Miami Beach; and

Whereas, it is to the advantage of each agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S. or joint provision of certain law enforcement services specified herein and allowed pursuant to F.S. 166.0495; and,

Whereas, the City of Miami and the City of Miami Beach have the authority under Section 23.12, F.S., et seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines as allowed under F.S. 166.0495;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, F.S.

NOW THEREFORE, BE IT KNOWN that the City of Miami, a political subdivision of the State of Florida, and the City of Miami Beach, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, FSS, routine traffic offenses, backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigation.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, the Chief of Police, Sheriff, or designee, shall notify the agency, director or his/her designee from whom such assistance is requested. The director or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The director in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting director shall be under the immediate command of a supervising officer designated by the assisting director. Such

supervising officer shall be under the direct supervision and command of the director or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such role, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the director or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28., Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing and pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28 (14), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until _____, 2008. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION IX: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party. In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2003.

JOE ARRIOLA
CITY MANAGER
CITY OF MIAMI, FLORIDA

Date: _____

Attest:

JORGE GONZALEZ
CITY MANAGER
CITY OF MIAMI BEACH, FLORIDA

Date: _____

Attest:

PRISCILLA S. THOMPSON
CITY CLERK
CITY OF MIAMI, FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BOB PARCHER
CITY CLERK
CITY OF MIAMI BEACH, FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ALEJANDRO VILARELLO
CITY ATTORNEY
CITY OF MIAMI, FLORIDA

JOHN F. TIMONEY
CHIEF OF POLICE
CITY OF MIAMI, FLORIDA

MURRAY DUBBIN
CITY ATTORNEY
CITY OF MIAMI BEACH, FLORIDA

DONALD DeLUCCA
CHIEF OF POLICE
_____ OF _____, FLORIDA

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Awarding a Contract to Skyline Construction Corp, the Lowest and Best Bidder Pursuant to Invitation to Bid No. 60-02/03, in an amount not to exceed \$111,000, for the construction of the New Guardhouse at Palm Island; Further Accepting and Appropriating the Contribution from the Palm/Hibiscus/Star Islands Association, Inc., in the Amount of \$21,816, and Additionally Appropriate \$9,550, from the Sale of Portion of Right-of-Way at Hibiscus Drive.

Issue:

Shall the City Award a Construction Contract to Skyline Construction Corp and accept a Contribution for the construction of the New Palm Island Guardhouse?

Item Summary/Recommendation:

The Invitation to Bid No. 60-02/03 for the construction of the New Palm Island Guardhouse (the "Guardhouse") was issued on August 12, 2003. On September 19, 2003, Six (6) responsive bids, were received as follows:

- Miami Skyline Construction Corp.....\$111,000
- BRC Construction, Inc.....\$126,000
- E.D.M.F. Corporation.....\$140,933
- Lambert Brothers, Inc.....\$194,900
- BI-Tech Construction, Inc.\$216,705
- Florida Construction and Engineering, Inc.....\$218,578

The scope of work includes the demolition of the existing guardhouse, and construction of new accessible structure, landscape, irrigation, installation of electrical conduits for future gates, temporary guardhouse, and maintain traffic on the Island during the construction. The Guardhouse is to be substantially completed within 75 calendar days from the issuance of the second notice to proceed, and Completed within 30 calendar days thereafter.

The CIP Office, the Procurement Division, and Giller & Giller Architects, Inc., the Architect of Record, have evaluated the Bids received, obtained references, and determined that Miami Skyline Construction, Corp, is the lowest and best bidder. Based on the information received, the Administration recommends the award of a construction contract to Miami Skyline Construction, Corp, in the total amount of \$111,000, for the construction of the New Palm Island Guardhouse Project.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|---|--------------|-----------|---|----------|
| <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> Finance Dept. | 1 | \$90,734 | 366.2120.069358 (94/95 Ad Valorem Tax) | |
| | 2 | \$ 9,550 | Sale of Portion of right-of-way at South Hibiscus Drive | |
| | 3 | \$21,816 | Palm/Hibiscus/Star Islands Association, Inc. | |
| | 4 | | | |
| | Total | \$122,100 | | |

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

| Department Director | | Assistant City Manager | | City Manager | |
|---------------------|--|------------------------|--|--------------|--|
| GL | | TH | | RMM | |
| | | | | JMG | |

T:\AGENDA\2003\oct1503\consent\GUARDHOUSE-Summary.doc

AGENDA ITEM C7L

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://miamibeachfl.gov>



COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: October 15, 2003

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AWARDING A CONTRACT TO SKYLINE CONSTRUCTION, CORP.; THE LOWEST AND BEST BIDDER PURSUANT TO INVITATION TO BID NO. 60-02/03, IN AN AMOUNT NOT TO EXCEED \$111,000 FOR THE CONSTRUCTION OF THE NEW GUARDHOUSE AT PALM ISLAND; AND FURTHER ACCEPTING AND APPROPRIATING THE CONTRIBUTION FROM THE PALM/HIBISCUS/STAR ISLANDS ASSOCIATION, INC., IN THE AMOUNT OF \$21,816, AND ADDITIONALLY APPROPRIATE \$9,550 FROM THE SALE OF PORTION OF RIGHT-OF-WAY AT SOUTH HIBISCUS DRIVE.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funding in the total amount of \$122,100 is available for this project as follows:

| | |
|--|------------------|
| • Budget Code 366.2120.069358 (1994/95 Ad Valorem Tax) | \$90,734 |
| • Sale Proceeds (Resolution NO 2000-24159) | \$ 9,550 |
| • Palm/Hibiscus/Star Islands Association, Inc. | <u>\$21,816</u> |
| Total | \$122,100 |

ANALYSIS

On July 1, 1998, the Mayor and City Commission adopted Resolution 98-22808 authorizing the reallocation of unexpended funds in the amount of \$123,921 from the Palm/Hibiscus Islands Beautification Project (the "Project") for the design and construction of a new guardhouse at the Palm/Hibiscus Islands entrance. These funds were originally appropriated in FY 94/95 as part of the Palm/Hibiscus Landscape Beautification Project. At the conclusion of the project, \$123,921 remained. At the request of the Homeowners Association, the City Commission voted to appropriate these remaining funds for the guardhouse.

Consequently, on February 19, 1999, a service order in the amount of \$11,500 was issued to Giller and Giller, Inc, (Giller) the Architect of Record, pursuant to an Agreement between the City and Giller, to provide professional Architectural and Engineering services for the design, construction documentation, bidding and construction administration of the Palm

Island Guardhouse. The construction Budget for the Project established at that time was \$100,000.

On November 8, 2000, Resolution No. 2000-24159 was approved for the "sale of approximately 200 sq. feet of the City-owned right-of-way adjacent to the residential property located at 2 South Hibiscus Drive". The proceeds of this sale, in the amount of \$9,550, were for public improvements on Palm/Hibiscus Island, and therefore, allocated to the Palm/Hibiscus Guardhouse Project located at 152 Palm Avenue.

In 1999 and 2000, numerous meetings were held with the homeowners, the City of Miami Beach, and Giller. As the Project developed, there were several design changes requested by the Palm/Hibiscus/Star Islands Association, Inc., (HOA) which modified the scope of work, resulting in additional service fees to Giller, and the additional time needed to complete the design. On January 22, 2001, Giller advised the City that the Project costs had increased by approximately \$30,000. Therefore, it became necessary to identify additional funding for the Project.

On August 20, 2002, the HOA presented the City with a letter of commitment to pay the difference (up to a maximum of \$30,000), between the then available \$113,250 for the construction of the Project, and the adjusted estimated construction cost of \$130,000, should the bids exceed the City's available funding.

In November 2002, upon initiation of the permitting process for the Project, it was determined that the following changes were necessary in order to meet the current Codes, and complete the permitting:

- Incorporate Flood proofing to the structure.
- Redesign of the structure, including calculations, to meet the new Building Code.
- Removal or redesign of the existing parking space to meet Accessibility Code.
- Perform Geotechnical and Asbestos surveys, required to complete the design.

The additional services fees to Giller for this new scope of work, and survey costs, again reduced the dollars available for the construction of the Project.

On March 5, 2003, the City met with the HOA to discuss these necessary changes, and to express the need for the restatement of their August 20, 2002 commitment of up to \$30,000 in funding for the Project. On April 17, 2003, the HOA submitted a new letter (Attachment "A") committing to pay for the difference between the City's available construction dollars, in an amount not to exceed \$30, 000. The City then negotiated the Additional Service fees with the Giller for this new scope of work, and in April 2003, authorized Giller, to proceed with the revisions to the plans. On July 7, 2003, Giller completed the revisions to the plans and City staff finalized the permitting pre-approvals on July 31, 2003.

On August 12, 2003, Invitation to Bid No. 60-02/03 was issued by BidNet, for the construction of the new Palm Island Guardhouse, and a non-mandatory pre-bid conference was held on August 28, 2003. As a result of questions from the prospective bidders, two (2) addenda were issued. One of the addenda extended the original September 12, 2003 bid

opening date to September 19, 2003. BidNet issued notices to 55 prospective proposers, resulting in 16 bidders requesting bid packages, and the City's receipt of six (6) bids.

On September 19, 2003, six (6) responsive bids were received by the City as follows:

- Miami Skyline Construction Corp.\$111,000
- BRC Construction, Inc.\$126,000
- E.D.M.F. Corporation.....\$140,933
- Lambert Brothers, Inc.\$194,900
- BI-Tech Construction, Inc.\$216,705
- Florida Construction and Engineering, Inc.\$218,578

The City's estimated budget for the Project is as follows:

| Palm Island Guardhouse | | Funding Sources : | | |
|---------------------------------------|-------------------|----------------------|--|--------------------|
| | Total | 94/95 Ad Valorem Tax | Sale of Portion of 2 South Hibiscus Dr | HOA Commitment |
| Total Project Budget | 155,287.00 | 123,921.00 | 9,550.00 | 21,816.00 |
| Soft Costs: | | | | |
| CIP CM Fees | 6,407.00 | (6,407.00) | | |
| A/E Fees | 16,680.00 | (16,680.00) | | |
| AIPP | 2,002.00 | (2,002.00) | | |
| A/E Additional Services | 3,880.00 | (3,880.00) | | |
| Soil Boring Test | 2,500.00 | (2,500.00) | | |
| Special Inspections & Pile Monitoring | 1,118.00 | (1,118.00) | | |
| Asbestos Survey | 600.00 | (600.00) | | |
| Soft Costs Subtotal | 33,187.00 | (33,187.00) | | |
| Hard Costs: | | | | |
| Total Project Costs: | | | | |
| Construction Allocation | 111,000.00 | (90,734.00) | (9,550.00) | (10,716.00) |
| Contingency (10%) | 11,100.00 | | | (11,100.00) |
| Hard Costs Subtotal | 122,100.00 | (90,734.00) | (9,550.00) | (21,816.00) |
| Total | 155,287.00 | (123,921.00) | (9,550.00) | (21,816.00) |

The Project's scope of work includes the demolition of the existing guardhouse and construction of new accessible structure, landscape, extension of the existing irrigation system, and the installation of electrical conduits for future gates. The Contractor will also be required to provide a temporary guardhouse, and maintain incoming and outgoing traffic on Palm and Hibiscus Islands during the construction. Since there are two Florida Power & Light (FPL) duct banks feeding the Islands in close proximity to the new guardhouse foundation, the Contractor is requested to coordinate closely all excavation and pile installation work with FPL, and other utility owners within the vicinity.

The Contract Documents included in the bid, specify that the work for the Project is to be substantially completed within 75 calendar days from the issuance of the second notice to proceed, and completed and ready for final payment within 30 calendar days from the date certified by Giller as the date of substantial completion.

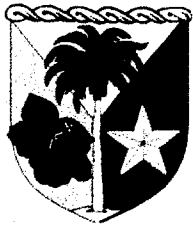
The CIP Office, with the Procurement Division, and Giller, have evaluated the bids received (Attachment "B"), and determined that Miami Skyline Construction, Corp., is the lowest and best bidder. The following references were secured by Procurement staff:

- Mr. Pete Strelkon, Project Manager
City of Fort Lauderdale, Florida
"Excellent Work!, Good Contractor"
- Mr. Jim Mullen, Project Manager
Coral Bay Community Development Phase I and Phase II
"Provided overall great work"
- Mr. Malka Rodriguez, Project Manager
Miami-Dade Parks and Recreation
"Contractor met all milestone submittals and was great to work with"

Based upon HOA committed funds, and on the information received, the Administration recommends the award of the construction contract to Miami Skyline Construction, Corp., in an amount not to exceed \$111,000, for the construction of the New Palm Island Guardhouse Project.

JMG/TH/GL/AR/CD

Attachment
T:\AGENDA\2003\oct1503\consent\GUARDHOUSE AWARD-MEMO.doc



ISLANDS ASSOCIATION, INC.

April 17, 2003

Alex Rolandelli
Capital Projects Coordinator
City of Miami Beach
1701 Meridian Street, Suite 201
Miami Beach, FL 33139

RE: New Palm Island Guardhouse

Dear Alex,

As requested, we are submitting a restatement of the letter previously submitted to your office, dated August 20, 2002. As you know, we are anxious to get this 5-year project off the ground and continue to be concerned that the cost estimate of the project seems to increase as time goes by.

Based upon updated information received at the meeting on March 5th, 2003, we understand that the City of Miami Beach presently has \$100,000 budgeted for construction of the new Palm Island Guardhouse. Additionally, it is our understanding that with the additional Building Department requirements, including flood proofing, the architect currently estimates the cost of the project to be in excess of the previously estimated \$126,000. Also, the \$3,300 estimated for new Gates will be excluded from the overall bid package. The Miami-Dade County Special Taxing Division has agreed to furnish three new gates and related equipment, as a part of this project. The City will provide only the electrical conduits on the east and west side of the building for future installation by others, after the building has obtained the final Certificate of Occupancy.

This letter serves as the commitment by the Palm-Hibiscus-Star Islands Association to pay the difference between \$100,000 currently budgeted by the City for construction, and the amount of the successful bid, including contingency, should that bid exceed the City's available funding for construction, up to a maximum of \$30,000. Restated, in the event the successful bid exceeds the City's available funding for the construction, the Palm-Hibiscus-Star Islands Association will provide the difference in an amount not to exceed \$30,000. We understand from our meeting on March 5th, 2003, that this letter of commitment will allow you to move forward with the bidding phase of the project. Please confirm your acceptance of our commitment. In addition, please provide me with three sets of the complete bid package for our records.

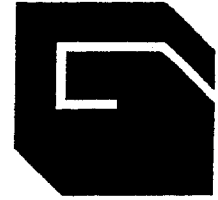
Please feel free to contact me if you have any questions by phone at (305) 299-2617 or by E-mail at tim.rose@phsislands.org. I look forward to continuing to work with you on this project.

Sincerely,

Tim W. Rose, Jr.
Executive Director

Giller & Giller, Inc.

The Giller Building
75 Arthur Godfrey Road
Miami Beach, Florida 33140
(305) 538-6324 fax/modem (305) 538-5921
Reg. #AA C001364



September 19, 2003

Mrs. Carla Dixon
Capital Improvements Projects
City of Miami Beach
1700 Convention Center Dr.
Miami Beach, FL 33139

VIA FAX


Re: **Palm Island Guardhouse**
Miami Beach
Comm. No. 98201

Dear Carla:

Six bids were received for the above project on September 19, 2003 ranging from \$111,000.00 to \$218,578.

The lowest bid of **\$111,000.00** was submitted by Miami Skyline Construction Corp. This is below the latest Architect's Statement of Probable Cost amount of \$137,485.00.

Therefore, it is **recommended that the contract be awarded to Miami Skyline Construction Corp.** subject to the Procurement Division's review of references.

Sincerely,


Ira D. Giller, A.I.A.
President

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AWARDED A CONTRACT TO SKYLINE CONSTRUCTION, CORP., THE LOWEST AND BEST BIDDER PURSUANT TO INVITATION TO BID NO. 60-02/03, IN AN AMOUNT NOT TO EXCEED \$111,000 FOR THE CONSTRUCTION OF THE NEW GUARDHOUSE AT PALM ISLAND; AND FURTHER ACCEPTING AND APPROPRIATING THE CONTRIBUTION FROM THE PALM/HIBISCUS/STAR ISLANDS ASSOCIATION, INC., IN THE AMOUNT OF \$21,816; AND ADDITIONALLY APPROPRIATING \$9,550 FROM THE SALE OF PORTION OF RIGHT-OF-WAY AT SOUTH HIBISCUS DRIVE.

WHEREAS, on July 1, 1998, the Mayor and City Commission adopted Resolution 98-22808 authorizing the Mayor and City Clerk to reallocate unexpended funds in the amount of \$123,921 from the Palm/Hibiscus Islands Beautification Project for the design and construction of a new guardhouse at the Palm/Hibiscus Islands entrance; and

WHEREAS, on February 19, 1999, a Service Order, in the amount of \$11,500, was issued to Giller and Giller, Inc. (Giller), the Architect of Record, to provide professional architectural and engineering services for the Design, Construction Documentation, Bidding and Construction Administration of the Palm Island Guardhouse; and

WHEREAS, on November 8, 2000, Resolution No. 2000-24159 was approved for the sale of approximately 200 sq. feet of the City-owned right-of-way adjacent to the residential property located at 2 South Hibiscus Drive, and

WHEREAS, the proceeds of this sale, in the amount of \$9,550, were dedicated for public improvements on Palm/Hibiscus Island, and therefore allocated to the Palm/Hibiscus Guardhouse Project, located at 152 Palm Avenue; and

WHEREAS, In 1999 and 2000, numerous meetings were held with the homeowners, the City of Miami Beach, and Giller, and there were several design changes requested by the Plam/Hibiscus/Star Islands Association (HOA), which modified the Scope of Work, resulting in Additional Service fees to Giller, including additional time needed to complete the design; and

WHEREAS, on January 22, 2001, Giller advised the City that the Project costs had increased by approximately \$30,000, and it became necessary to identify additional funding for the Project; and

WHEREAS, on August 20, 2002, the HOA presented the City with a letter of commitment to pay the difference, up to a maximum of \$30,000, between the then available \$113,250 for the construction of the Project, and the adjusted estimated construction cost of \$130,000, should the Bids exceed the City's available funding; and

WHEREAS, in November 2002, upon initiation of the permitting process for the Project, it was determined that several changes were necessary to meet the current Codes, and warranted additional services fees to Giller for this new Scope of Work, and again reduced the dollars available for construction costs; and

WHEREAS, on March 5, 2003, the City met with the HOA, discussed these necessary changes, and expressed the need for the restatement of their commitment of up to \$30,000; and

WHEREAS, on April 17, 2003, the HOA submitted a new letter committing to pay for the difference between the City's available construction dollars, in an amount not to exceed \$30, 000; and

WHEREAS, subsequently, the City negotiated the additional service fees, and in April 2003, authorized Giller to proceed with this new Scope of Work; and

WHEREAS, on July 7, 2003, Giller, completed the revisions to the plans and City staff finalized the permitting pre-approvals on July 31, 2003; and

WHEREAS, on August 12, 2003, Invitation to Bid No. 60-02/03 was issued for the construction of the new Palm Island Guardhouse, and a non-mandatory pre-bid conference was held on August 28, 2003, and as a result of questions from the prospective bidders, two (2) addenda were issued; and

WHEREAS, on September 19, 2003, six (6) responsive bids, were received by the City; and

WHEREAS, Giller & Giller, CIP, and the Procurement Division have reviewed and evaluated the bids, obtained references, and determined that Miami Skyline Construction Corp., is the lowest and best bidder; and

WHEREAS, the City Administration recommends that the Mayor and City Commission authorize the Administration to award a construction contract to Miami Skyline Construction, Corp for the construction of the New Palm Island Guardhouse.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve and authorize the City Manager or his designee to award a contract to the lowest and best bidder, Miami Skyline Construction, Corp., pursuant to Invitation to Bid No. 60-02/03, in an amount not to exceed \$111,000, for the construction of the New Guardhouse at Palm Island; and further accepting the contribution from the Palm/Hibiscus/Star Islands Association, Inc., in the amount of \$21,816; and additionally appropriating \$9,550 from the sale of portion of right-of-way at South Hibiscus Drive.

PASSED AND ADOPTED this _____ day of _____, 2003.

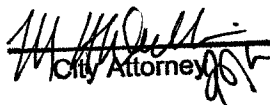
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2003\oct1503\consent\GUARDHOUSE AWARD-RESO.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10-6-03
City Attorney Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of Contract to Luis E. Roca, Inc., in the total amount of \$31,736, for concrete form and placement services performed in the Byron Carlyle Theater.

Issue:

Shall the City Commission ratify Contract, in the total amount of \$31,736, to Luis E. Roca, Inc. for concrete form and placement services performed in the Byron Carlyle Theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts or purchases exceeding \$25,000 must be brought to the City Commission for Ratification. After a base bid process that was specific to the design needs of the Byron Carlyle Theater, Luis E. Roca, Inc. was the lowest responsive responsible bidder for the scope of work outlined in the bid. Luis E. Roca, Inc. was issued a standing order for the base work. After the base concrete form and placement work began, additional concrete form and placement services were required to facilitate design changes of the Theater. A standing order increase was issued for the additional work bringing the total for concrete form and placement services required at the Byron Carlyle Theater to \$31,736.

The Administration recommends that the Mayor and City Commission ratify the Contract with Luis E. Roca, Inc. in the amount of \$31,736, for concrete form and placement services performed at the Byron Carlyle Theater.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

| | Amount | Account | Approved |
|-------|----------|---------------------------------|----------|
| 1 | \$31,736 | # 303.2316.000676 | |
| 2 | | State Cultural Facilities Grant | |
| 3 | | FY 01/02 | |
| 4 | | | |
| Total | \$31,736 | | |

City Clerk's Office Legislative Tracking:

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

AGENDA ITEM C7M

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

DATE: October 15, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING CONTRACTS IN THE TOTAL AMOUNT OF \$31,736, TO LUIS E. ROCA, INC., TO PROVIDE FOR CONCRETE FORM AND PLACEMENT SERVICES IN THE BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

During the design of the Phase II interior space of the Byron Carlyle Theater, it was determined that concrete forming and placement would be required to facilitate the leveling and structural repairs to specific areas in the lobby and theater spaces and in the construction of accessible concrete ramps to comply with requirements of the Americans with Disabilities Act (ADA), in providing for a compliant path of travel.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed a base structural floor plan, that was approved and sealed by a structural engineer, to provide a method to obtain competitive bids for the work.

Four certified contractors that specialized in concrete forming and placement were contacted to provide quotes for the base concrete work. Of the four (4) firms that received bid packages, two (2) submitted quotes for the project. After reviewing the

quotes, and after checking background references, licensing, and insurance requirements, the Property Management Director determined that Luis E. Roca, Inc., was the lowest responsive responsible bidder on the project. A standing order was made to Luis E. Roca, Inc., in the amount of \$19,650, to provide for the base concrete form and placement requirements for the Byron Carlyle Theater.

During the course of the design and construction, it was determined that additional concrete forming and placement was required to facilitate the repairs of the building's floors where roof drain underground pipes and sanitary sewer lines were replaced, to provide for an elevated and level floor in the dressing room areas of the theater, and to cut, form, and pour a opening in a concrete wall to provide for a backstage path of travel to the existing restrooms inside the facility. Luis E. Roca, Inc. provided an estimate of \$12,086 for the additional concrete form and placement costs. A standing order increase of \$12,086 was made to the existing standing order with Luis E. Roca, Inc. bringing the total to \$31,736 for concrete form and placement requirements at the Byron Carlyle Theater.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's Contracts to Luis E. Roca, Inc., in the total amount of \$31,736, for concrete form and placement services performed in the Byron Carlyle Theater.

JMG/RCM/FB/BAJ

C:\My Files\Commemo\ByronRatifyConcreteMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 CONCRETE WORK AT THE
 BYRON CARLYLE THEATRE
 TABULATION SHEET

| DESCRIPTION | Luis E. Roca, Inc G.C. | Homestead Concrete, Inc | F & L Construction, Inc. | Anibal Stamp Concrete |
|--------------------------------|---------------------------|----------------------------|-----------------------------|--------------------------|
| Concrete work | | | | |
| Lump Sum(Lobby space) | \$ 19,650.00 | \$ 24,393.00 | No response | No response |
| Increased to SO(Theatre space) | \$ 12,086.00 | | | |
| Total | \$ 31,736.00 | | | |

City of Miami Beach

Procurement Division
1700 Convention Center Drive
Miami Beach FL 33139



PURCHASE ORDER / CHANGE ORDER

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA
33139.

Telephone: (305) 673-7490
Fax: (305) 673-7851

| |
|-------------------|
| VENDOR ID# |
| 024951 |

| PO/SO NUMBER | PAGE |
|--------------|---------------|
| SO-000020156 | 1 OF 1 |
| DATE ORDERED | DATE REQUIRED |
| 02/24/2003 | 02/24/2003 |

CHECK DESCRIPTION AREA FOR ADDITIONAL OR
ALTERNATE SHIP TO LOCATIONS:

V
E
N
D
O
R

LUIS E. ROCA, INC.
7800 N.W. 34 STREET
MIAMI, FL 33122

S
H
I
P
T
O

PROPERTY MANAGEMENT
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

| | | |
|------------------------------|-----------------|---------------|
| ISSUED BY: | PHONE # | TERMS |
| MARTA FERNANDEZ RUBIO | (305) 673-7490 | NET 30 DAYS |
| REQUESTING DEPARTMENT | SHIP VIA | F.O.B. |
| PROPERTY MANAGEMENT | BEST WAY | DESTINATION |

DEPARTMENT CONTACT: VIVIANA ALEMANY - TEL. 305-673-7630 EXT. 2968

| QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|------|--|------------|----------------|
| 0 | | CONCRETE SLAB & STAIRS BYRON CARLYLE THEATRE STANDING ORDER FOR LABOR, MATERIALS & EQUIPMENT FOR THE CONSTRUCTION OF NEW CONCRETE SLAB AND STAIRS TO RESTROOMS & MEZZANINE IN THE LOBBY OF THE BYRON CARLYLE THEATRE - ACCT.#303-2316-000676. AS PER YOUR QUOTE DATED 12/17/02. | | 19,650.00 |

RECEIVED

03 FEB 31 AM 8:24

CITY OF MIAMI BEACH
PROPERTY MANAGEMENT DIVISION

Issued by: LF Reviewed by: RF Procurement Director: RF

TOTAL:

\$ 19,650.00

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR
PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE
PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

*Luis E. Roca, Inc.**General Contractor****Proposal******December 17, 2002******City of Miami Beach
1425 Michigan Avenue
Miami Beach, Florida 33139******Attn: Property Management Division
Viviana Alemany
Construction Manager******RE: Byron Carlyle
Theater Renovation****→ 2-3 drawings***DESCRIPTION:*****NEW SLAB AND STAIR TO RESTROOMS & MEZZANINE******We propose to erect grade beams, stairs and structural slab as per plans & details by
Olga Cordero Structural Engineering. Including removal of blocks over grade beams
and all necessary grading to match existing slabs.******TOTAL FOR THIS PROPOSAL \$ 19,650.00******THANK YOU FOR YOUR BUSINESS******w/PropTheaterRenovation*****7800 N.W. 34th Street, Suite 205 • Miami, Florida 33122
Tel.: (305) 418-4555 • Fax: (305) 418-4898**



Luis E. Roca, Inc.
General Contractor

Invoice

July 25, 2003

**City of Miami Beach
1425 Michigan Avenue
Miami Beach, Florida 33139**

**Attn: Property Management Division
Viviana Alemany
Construction Manager**

**RE: Byron Carlyle
Theater Renovation**

OK to pay
8/18/03

DESCRIPTION:

Leveling the existing concrete floor on the dress room areas and a new handicapped ramp to access these rooms **\$ 11,834.00**

As per your request extension of new handicapped ramp to meet code **\$ 252.00**

TOTAL AMOUNT FOR THIS INVOICE **\$ 12,086.00**

THANK YOU FOR YOUR BUSINESS

w/PropTheaterRenovations

7800 N.W. 34th Street, Suite 205 • Miami, Florida 33122
Tel.: (305) 418-4555 • Fax: (305) 418-4898

BYRON-CARLYLE CONSTRUCTION BUDGET

| CONSTRUCTION EXPENDITURES TO DATE | Original Budget March 26, 2003 | Expenditures to Date | Revised Budget October 15, 2003 |
|---|---|---------------------------------|--|
| • Completion of Phase I – renovation of 3,400 sf of lobby space into office space | 115,967 | 115,967 | |
| • Partial Roof and HVAC Replacement | 467,346 | 467,346 | |
| • Commencement of Phase II (lobby and theater space) | 5,749 | 296,735 | |
| TOTAL PHASE I AND PHASE II CONSTRUCTION COSTS TO DATE | \$ 589,062.00 | \$ 880,048.00 | \$ 589,062 |
| ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II | | | |
| Estimates for requirements imposed by the building and fire codes: | | | |
| • Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor. | 100,000 | | 89,750 |
| • Fire Alarm System Required by Fire Code for the entire building. | 30,000 | | 56,305 |
| • ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area. | 26,000 | | 26,000 |
| • Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft. | 38,000 | | 21,000 |
| • Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd. | 22,500 | | 22,500 |
| • Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor. | 30,000 | | 31,736 |
| • Sanitary Sewer Lift Station to repair the existing lift station | 27,000 | | - |
| | \$ 273,500 | | \$ 247,291 |
| Estimates for additional costs for completion of Phase II: | | | |
| • Electrical/Lighting/Fixtures (Not including Stage lighting) | 70,000 | | 70,000 |
| • Plumbing/Fixtures (Existing and new ADA Unisex restroom) | 25,000 | | 20,000 |
| • HVAC (Installation and existing duct cleaning) | 25,000 | | 20,000 |
| • Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.) | 75,000 | | 65,000 |
| • Paint | 15,000 | | 12,000 |
| • ADA Compliant Entry Doors and Handrails | 8,000 | | 8,000 |
| • Other interior Finishes | 19,438 | | 74,396 |
| | \$ 237,438 | | \$ 269,396 |
| TOTAL COSTS FOR PHASE I | \$ 510,938 | \$ 510,938 | \$ 510,938 |
| TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II) | \$ 1,100,000.00 | \$ 880,048.00 | \$ 1,100,000.00 |
| AVAILABLE FUNDS FOR BALANCE OF CONSTRUCTION, OPERATIONAL EQUIPMENT, AND THE PURCHASE OF FURNITURE, FIXTURES, AND FINISHES, ETC. | \$ 638,596.00 | \$ 858,548.00 | \$ 638,596 |
| TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS | \$ 1,738,596 | \$ 1,738,596 | \$ 1,738,596 |

- 1 - \$89,750 - Falcon Fire Protection, Inc.
- 2 - \$43,450 - Lango Equipment Service (demolition services)
- 3 - \$134,430 - Sound Concept, Inc. (Theater Stage)
- 4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.
- 5 - Acoustical Ceilings were originally estimated at \$5.00/sf but preliminary quote has been obtained for a cost of \$21,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING STANDING ORDERS IN THE TOTAL AMOUNT OF \$31,736, TO LUIS E. ROCA, INC., TO PROVIDE FOR CONCRETE FORM AND PLACEMENT SERVICES IN THE BYRON CARLYLE THEATER.

WHEREAS, during the programming and design of the Phase II space of the Byron Carlyle Theater, it was determined that concrete form and placement services would be required to accommodate the construction requirements of the new performing arts theater; and

WHEREAS, the Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a scope of work and a base concrete form and placement plan for bid; and

WHEREAS, after the base concrete form and placement plan was complete, four certified concrete form and placement contractors were contacted to provide quotes for the scope of the work which resulted in two responsive bids for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Luis E. Roca, Inc. provided the lowest responsive responsible bid for the work; and

WHEREAS, a standing order was issued to Luis E. Roca, Inc. for the base bid amount of \$19,650 for concrete form and placement work in the Byron Carlyle Theater; and

WHEREAS, the design of the performing arts theater was changed to incorporate additional needs, thus additional concrete form and placement services were required that resulted in an increase to the standing order to Luis E. Roca, Inc. in the amount of \$12,086, that brought the cost of concrete form and placement services performed in the Byron Carlyle Theater to the total amount of \$31,736; and

WHEREAS, as required by Resolution No. 2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforestated Standing

Orders which are deemed necessary to continue the work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify the Standing Orders in the total amount of \$31,736, to Luis E. Roca, Inc. to provide for concrete form and placement services in the Byron Carlyle Theater.

PASSED and ADOPTED THIS _____ **day of**

_____ **2003.**

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

W. H. [Signature] 10-9-03
City Attorney *DT* Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a contract to Fire Controls, Inc., in the amount of \$56,305, for the installation of a fire alarm system in the Byron Carlyle Theater.

Issue:

Shall the City Commission ratify a contract, in the amount of \$56,305, for the installation of a fire alarm system in the Byron Carlyle Theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts exceeding \$25,000 must be brought to the City Commission for Ratification. After a bid process that used specifications that are specific to the needs of the Byron Carlyle Theater, Fire Controls, Inc. was the lowest responsive responsible bidder for the scope of work required to meet Fire and Building Code requirements in the facility.

The Administration recommends that the Mayor and City Commission ratify the contract with Fire Controls, Inc. in the amount of \$56,305, for the installation of a fire alarm system in the Byron Carlyle Theater.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

| Source of Funds: | | Amount | Account | Approved |
|------------------|--------------|----------|-------------------------|----------|
| | 1 | \$56,305 | # 301.2316.000676 | |
| | 2 | | City Appropriated Funds | |
| | 3 | | | |
| | 4 | | | |
| | Total | \$56,305 | | |

Finance Dept.

City Clerk's Office Legislative Tracking:

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

AGENDA ITEM C7N

DATE 10-15-03

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

DATE: October 15, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez 
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY
COMMISSION OF THE CITY OF MIAMI BEACH, RATIFYING A
CONTRACT IN THE AMOUNT OF \$56,305, TO FIRE CONTROLS,
INC., FOR THE INSTALLATION OF A FIRE ALARM SYSTEM IN
THE BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

During the programming and design of the interior space of the Byron Carlyle Theater, it was determined by the Fire Department and by Fire Code that the occupancy load levels of the performing arts space and the facility exceeded the 300 person limits, which requires the installation of a fire alarm system in the entire building.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and retained a certified fire alarm system engineer to provide the required and sealed construction documents necessary to permit and bid the project.

After receiving the construction documents, four certified fire alarm system contractors were contacted to provide quotes for the fire alarm system installation work. Of the four firms that received bid packages, three submitted quotes for the project. After reviewing the quotes, and after checking background references, plus licensing, and

Insurance requirements, the Property Management Director determined that Fire Controls, Inc., was the lowest responsive responsible bidder on the project. A contract was prepared with Fire Controls, Inc., in the amount of \$56,305, and was reviewed and form approved by the Legal Department on September 17, 2003. The contract was signed by the contractor and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Fire Controls, Inc., in the amount of \$56,305, for the installation of a fire alarm system in the Byron Carlyle Theater.

JMG/RCM/FB/BAJ

C:\My Files\Commemo\ByronRatifyFire AlarmMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 FIRE ALARM SYSTEM INSTALLATION AT THE
 BYRON CARLYLE THEATRE
 QUOTATION # VA-QT03-003
 TABULATION SHEET

| DESCRIPTION | FIRE CONTROLS,INC | ADT SECURITY SERVICES,INC | WORLD SECURITY & ELECTRIC,INC | Code Plus Systems,Inc |
|-------------------|----------------------|------------------------------|----------------------------------|--------------------------|
| Fire Alarm System | | | | |
| Lump Sum | \$ 56,304.64 | \$ 69,900.00 | \$ 74,695.00 | No response |

City of Miami Beach

Procurement Division
1700 Convention Center Drive
Miami Beach FL 33139



PURCHASE ORDER / CHANGE ORDER

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA
33139.

Telephone: (305) 673-7490
Fax: (305) 673-7851

| PO/SO NUMBER | PAGE |
|--------------|---------------|
| SO-000020939 | 1 OF 1 |
| DATE ORDERED | DATE REQUIRED |
| 09/25/2003 | 09/25/2003 |

| VENDOR ID# |
|------------|
| 025487 |

CHECK DESCRIPTION AREA FOR ADDITIONAL OR
ALTERNATE SHIP TO LOCATIONS:

V
E
N
D
O
R

FIRE CONTROLS, INC.
5601 N.W. 9TH AVENUE
FT. LAUDERDALE, FL 33309

S
H
I
P

T
O

PROPERTY MANAGEMENT
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

| ISSUED BY: | PHONE # | TERMS |
|--|----------------|-------------|
| MARTA FERNANDEZ RUBIO | (305) 673-7490 | NET 30 DAYS |
| REQUESTING DEPARTMENT | SHIP VIA | F.O.B. |
| PROPERTY MANAGEMENT | BEST WAY | DESTINATION |
| DEPARTMENT CONTACT: BRAD JUDD/VIVIANA ALEMANY - TEL. 305-673-7630 EXT. 2984/2968 | | |

| QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|------|---|------------|----------------|
| 0 | | FIRE SLARM SYSTEM-BYRON CARLYLE -ACCT# 301-2316-000676 STANDING ORDER FOR FURNISHING & INSTALLING FIRE ALARM SYSTEM FOR THE BYRON CARLYLE THEATRE. CONTRACTOR IS RESPONSIBLE FOR SIGNED & SEALED ENGINEERING DRAWINGS & BLDG PERMIT PROCESS. SCOPE OF WORK AS PER QUOTATION VA-QT03-003. PURCHASE AUTHORITY: RESOLUTION NO. 2001-24677. CONTRACTS OVER \$25,000 TO BE RATIFIED BY THE MAYOR AND CITY COMMISSION. | | 56,304.64 |

RECEIVED
03 OCT -2 PM 2:17
CITY OF MIAMI BEACH
PROPERTY MANAGEMENT DIVISION

| | | | | |
|--|---------------------------------|--|--------|--------------|
| 9/26/03 Issued by: <i>[Signature]</i> | Reviewed by: <i>[Signature]</i> | Procurement Director: <i>[Signature]</i> | TOTAL: | \$ 56,304.64 |
|--|---------------------------------|--|--------|--------------|

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR
PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE
PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

BYRON-CARLYLE CONSTRUCTION BUDGET

| | Original Budget March 26, 2003 | Expenditures to Date | Revised Budget October 15, 2003 |
|---|-----------------------------------|-------------------------|------------------------------------|
| CONSTRUCTION EXPENDITURES TO DATE | | | |
| • Completion of Phase I – renovation of 3,400 sf of lobby space into office space | 115,967 | 115,967 | |
| • Partial Roof and HVAC Replacement | 467,346 | 467,346 | |
| • Commencement of Phase II (lobby and theater space) | 5,749 | 296,735 | |
| TOTAL PHASE I AND PHASE II CONSTRUCTION COSTS TO DATE | \$ 589,062.00 | \$ 880,048.00 | \$ 589,062 |
| ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II | | | |
| Estimates for requirements imposed by the building and fire codes: | | | |
| • Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor. | 100,000 | | 89,750 |
| • Fire Alarm System Required by Fire Code for the entire building. | 30,000 | | 56,305 |
| • ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area. | 26,000 | | 26,000 |
| • Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft. | 38,000 | | 21,000 |
| • Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd. | 22,500 | | 22,500 |
| • Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor. | 30,000 | | 31,736 |
| • Sanitary Sewer Lift Station to repair the existing lift station | 27,000 | | - |
| | \$ 273,500 | | \$ 247,291 |
| Estimates for additional costs for completion of Phase II: | | | |
| • Electrical/Lighting/Fixtures (Not including Stage lighting) | 70,000 | | 70,000 |
| • Plumbing/Fixtures (Existing and new ADA Unisex restroom) | 25,000 | | 20,000 |
| • HVAC (Installation and existing duct cleaning) | 25,000 | | 20,000 |
| • Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.) | 75,000 | | 65,000 |
| • Paint | 15,000 | | 12,000 |
| • ADA Compliant Entry Doors and Handrails | 8,000 | | 8,000 |
| • Other interior Finishes | 19,438 | | 74,396 |
| | \$ 237,438 | | \$ 269,396 |
| TOTAL COSTS FOR PHASE I | \$ 510,938 | \$ 510,938 | \$ 510,938 |
| TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II) | \$ 1,100,000.00 | \$ 880,048.00 | \$ 1,100,000.00 |
| AVAILABLE FUNDS FOR BALANCE OF CONSTRUCTION, OPERATIONAL EQUIPMENT, AND THE PURCHASE OF FURNITURE, FIXTURES, AND FINISHES, ETC. | \$ 638,596.00 | \$ 858,548.00 | \$ 638,596 |
| TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS | \$ 1,738,596 | \$ 1,738,596 | \$ 1,738,596 |

- 1 - \$89,750 - Falcon Fire Protection, Inc.
- 2 - \$43,450 - Lango Equipment Service (demolition services)
- 3 - \$134,430 - Sound Concept, Inc. (Theater Stage)
- 4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.
- 5 - Acoustical Ceilings were originally estimated at \$5.00/sf but preliminary quote has been obtained for a cost of \$21,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$56,305, WITH FIRE CONTROLS, INC., FOR THE INSTALLATION OF A FIRE ALARM SYSTEM IN THE BYRON CARLYLE THEATER.

WHEREAS, during the programming and design of the interior space of the Byron Carlyle Theater, it was determined by the Fire Department that the occupancy requirements of the building exceeded 300 persons and required the installation of a fire alarm system under the Florida Building Code; and

WHEREAS, the Mayor and City Commission, at its November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and retained a certified fire alarm system engineer to design and provide the required and sealed construction documents for the bid and permit requirements necessary to install a fire alarm system in the Byron Carlyle Theater; and

WHEREAS, after receiving the construction documents, four certified fire alarm contractors were contacted to provide quotes for the scope of work of which three provided bids for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Fire Controls, Inc. provided the lowest responsive responsible bid for the work; and

WHEREAS, a contract with Fire Controls, Inc. in the amount of \$56,305, was prepared and form approved by the Legal Department, and executed by the Mayor and City Clerk for the installation of a fire alarm system in the Byron Carlyle Theater; and

WHEREAS, as required by Resolution No. 2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforesated contract which is deemed necessary to continue the work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, in the amount of \$56,305, to Fire Controls, Inc. for the installation of a fire alarm system in the Byron Carlyle Theater.

PASSED and ADOPTED this _____ of _____, 2003.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

M. H. Smith 10-9-03
City Attorney *DX* Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a Contract to Miami Stagecraft, Inc., in the amount of \$58,300, for the purchase of stage lighting, equipment, and materials required for the Byron Carlyle Theater.

Issue:

Shall the City Commission ratify a Contract, in the amount of \$58,300, to Miami Stagecraft Inc. for the purchase of stage lighting, equipment, and materials for the Byron Carlyle Theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts and purchases exceeding \$25,000 must be brought to the City Commission for Ratification. After a bid process that used specifications that are specific to the needs of the Byron Carlyle Theater, Miami Stagecraft, Inc. was the lowest responsive responsible bidder for the scope of work required.

The Administration recommends that the Mayor and City Commission ratify a Contract with Miami Stagecraft, Inc. in the amount of \$58,300, for the purchase of stage lighting, equipment, and materials for the Byron Carlyle Theater.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of
Funds:

Finance Dept.

| | Amount | Account | Approved |
|-------|----------|-------------------|----------|
| 1 | \$58,300 | # 132.5820.000346 | |
| 2 | | (CDBG Funds) | |
| 3 | | | |
| 4 | | | |
| Total | \$58,300 | | |

City Clerk's Office Legislative Tracking:

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| | | |

AGENDA ITEM

070

DATE

10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM NO.

DATE: October 15, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez
City Manager 

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY
COMMISSION OF THE CITY OF MIAMI BEACH, RATIFYING A
CONTRACT IN THE AMOUNT OF \$58,300, TO MIAMI
STAGECRAFT, INC., FOR THE PURCHASE OF THEATER STAGE
LIGHTING EQUIPMENT AND MATERIALS REQUIRED FOR THE
BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

As the operation of any performing arts theater requires theatrical stage lighting and front of house lighting to provide for proper illumination for the many different types of performances venues that will perform in the theater. In addition to the lights, dimming controls, cables, distribution system, clamps to attach lights to the stage superstructure, and low voltage terminations are all required to properly set and control the multiple lighting effects. During the design of the stage for the Byron Carlyle Theater, experts in theater operations and lighting were consulted to prepare a stage and front of house lighting system to be consistent with the size, configuration, and design of the stage to be used in the theater.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorize the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed consistent specifications for a bid of the lighting equipment and related materials necessary for the stage at the Byron Carlyle Theater.

After the specifications were complete, the specifications were sent to three material providers that specialize in theater stage lighting equipment. All three vendors provided quotes for the purchase of the materials.

Based on the quotes received and recommendations from theater operators of the excellence past performance of the vendor in providing stage lighting equipment, the Property Management Director determined that Miami Stagecraft, Inc was the lowest responsive responsible bidder for the required stage lighting materials. A contracts was issued to Miami Stagecraft, Inc., in the amount of \$58,300 to purchase the theater stage lighting equipment and related materials required for the stage in the Byron Carlyle Theater

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's Contracts to Miami Stagecraft, Inc., in the amount of \$58,300, for the purchase of theater stage lighting equipment and materials required for the Byron Carlyle Theater.

JMG/RCM/FB/baj

C:\My Files\Commemo\ByronRatifyStagelightingMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
THEATRE LIGHTING EQUIPMENTS AND MATERIALS
BYRON CARLYLE THEATRE
TABULATION SHEET

| DESCRIPTION | Miami Stagecraft Inc. | Stage Equipment and Lighting, Inc | BARBIZON | |
|----------------------------|--------------------------|--------------------------------------|--------------|--|
| Theatre Lighting Equipment | | | | |
| Lump Sum | \$ 58,300.00 | \$ 60,206.23 | \$ 64,141.02 | |

City of Miami Beach

Procurement Division
1700 Convention Center Drive
Miami Beach FL 33139



PURCHASE ORDER / CHANGE ORDER

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA
33139.

Telephone: (305) 673-7490
Fax: (305) 673-7851

| PO/SO NUMBER | PAGE |
|--------------|---------------|
| SO-000020517 | 1 OF 1 |
| DATE ORDERED | DATE REQUIRED |
| 05/19/2003 | 05/19/2003 |

| VENDOR ID# |
|------------|
| 001308 |

CHECK DESCRIPTION AREA FOR ADDITIONAL OR
ALTERNATE SHIP TO LOCATIONS:

V
E
N
D
O
R

MIAMI STAGECRAFT
2855 E 11 AVE
HIALEAH FL 33013

S
H
I
P
T
O

PROPERTY MANAGEMENT
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

| ISSUED BY: | PHONE # | TERMS |
|-----------------------|----------------|-------------|
| MARTA FERNANDEZ RUBIO | (305) 673-7490 | NET 30 DAYS |
| REQUESTING DEPARTMENT | SHIP VIA | F.O.B. |
| PROPERTY MANAGEMENT | BEST WAY | DESTINATION |

DEPARTMENT CONTACT: BRAD JUDD/VIVIANA ALEMANY - TEL. 305-673-7630 EXT. 2984/2968

| QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|------|---|------------|----------------|
| 0 | | <p>THEATRE LIGHTING FOR BYRON CARLYLYE STANDING ORDER FOR THE PURCHASE THE EQUIPMENT AND MATERIALS FOR BYRON CARLYLYE THEATRE LIGHTING. AS PER YOUR REVISED QUOTATION DATED 3/26/03. ACCT# 132.5820.000346. PURCHASE AUTHORITY: RESOLUTION NO. 2001-24677. CONTRACTS OVER \$25,000 TO BE RATIFIED BY THE CITY COMMISSION.</p> | | 58,300.00 |

RECEIVED
03 MAY 23 PM 1:55
CITY OF MIAMI BEACH
PROPERTY MANAGEMENT DIVISION

5/20/03
Issued by: VF Reviewed by: JE Procurement Director: PL TOTAL: \$ 58,300.00

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR
PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE
PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

MIAMI STAGECRAFT INC.

QUOTATION

| | |
|---------------------|---------------------------------------|
| TO: | FROM: |
| Eric Elias | Steve Welsh |
| COMPANY: | DATE: |
| City of Miami Beach | MARCH 21, 2003 REVISED MARCH 26, 2003 |
| FAX NUMBER: | PAGES: |
| 305 534 5026 | Page 1 of 4 |
| PHONE NUMBER: | SENDER'S REFERENCE NUMBER: |
| 305 674 1040 | Byron Carlyle |

We are pleased to quote the following bill of materials:

| QUANTITIES | ITEM |
|------------|---|
| 1 | Electronic Theatre Controls dimming, control and distribution package quote # 1298.0.1 (attached) |
| 1 | Control Wire allowance |
| 3 | 4 circuit Gleason spring loaded reels with 30' of 12/9 SO cord |
| 6 | Altman Sky Cyc 3 cell |
| 6 | Altman Sky Cyc color frames |
| 12 | ETC Source Four 426 w/c clamp, color frames |
| 30 | Installed GSP Connector |
| 18 | Safety cables |
| 8 | Altman B50 boom base |
| 24 | 12" single tee side arm |
| 40 | 25' 12/3 GSP cable assemblies |
| 40 | 10' 12/3 GSP cable assemblies |
| 40 | 24" 20A GSP transfer assemblies |
| 1 | Pathway Connectivity 6 way opto splitter |
| 2 | 50' DMX cables |

\$58,300.00

Taxes if applicable are not included
 Freight to the jobsite is included
 Electrical installation by others
 Rigging provided and installed by others
 This quote is good for 30 days

*Lower bidder selected by
 Chuck Flozz*



2855 EAST 11TH AVENUE
 HIALEAH, FLORIDA 33013
 PHONE: 305-836-9356 FAX: 305-696-3322
 EMAIL: info@miamistagecraft.com



(305) 836-9356
 200

BYRON-CARLYLE CONSTRUCTION BUDGET

| CONSTRUCTION EXPENDITURES TO DATE | Original Budget March 26, 2003 | Expenditures to Date | Revised Budget October 15, 2003 |
|---|---|---------------------------------|--|
| • Completion of Phase I – renovation of 3,400 sf of lobby space into office space | 115,967 | 115,967 | |
| • Partial Roof and HVAC Replacement | 467,346 | 467,346 | |
| • Commencement of Phase II (lobby and theater space) | 5,749 | 296,735 | |
| TOTAL PHASE I AND PHASE II CONSTRUCTION COSTS TO DATE | \$ 589,062.00 | \$ 880,048.00 | \$ 589,062 |
| ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II | | | |
| Estimates for requirements imposed by the building and fire codes: | | | |
| • Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor. | 100,000 | | 89,750 |
| • Fire Alarm System Required by Fire Code for the entire building. | 30,000 | | 56,305 |
| • ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area. | 26,000 | | 26,000 |
| • Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft. | 38,000 | | 21,000 |
| • Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd. | 22,500 | | 22,500 |
| • Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor. | 30,000 | | 31,736 |
| • Sanitary Sewer Lift Station to repair the existing lift station | 27,000 | | - |
| | \$ 273,500 | | \$ 247,291 |
| Estimates for additional costs for completion of Phase II: | | | |
| • Electrical/Lighting/Fixtures (Not including Stage lighting) | 70,000 | | 70,000 |
| • Plumbing/Fixtures (Existing and new ADA Unisex restroom) | 25,000 | | 20,000 |
| • HVAC (Installation and existing duct cleaning) | 25,000 | | 20,000 |
| • Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.) | 75,000 | | 65,000 |
| • Paint | 15,000 | | 12,000 |
| • ADA Compliant Entry Doors and Handrails | 8,000 | | 8,000 |
| • Other Interior Finishes | 19,438 | | 74,396 |
| | \$ 237,438 | | \$ 269,396 |
| TOTAL COSTS FOR PHASE I | \$ 510,938 | \$ 510,938 | \$ 510,938 |
| TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II) | \$ 1,100,000.00 | \$ 880,048.00 | \$ 1,100,000.00 |
| AVAILABLE FUNDS FOR BALANCE OF CONSTRUCTION, OPERATIONAL EQUIPMENT, AND THE PURCHASE OF FURNITURE, FIXTURES, AND FINISHES, ETC. | \$ 638,596.00 | \$ 858,548.00 | \$ 638,596 |
| TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS | \$ 1,738,596 | \$ 1,738,596 | \$ 1,738,596 |

1 - \$89,750 - Falcon Fire Protection, Inc.

2 - \$43,450 - Lango Equipment Service (demolition services)

3 - \$134,430 - Sound Concept, Inc. (Theater Stage)

4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.

5 - Acoustical Ceilings were originally estimated at \$5.00/sf but preliminary quote has been obtained for a cost of \$21,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A PURCHASE ORDER IN THE AMOUNT OF \$58,300, TO MIAMI STAGECRAFT, INC., FOR THE PURCHASE OF THEATER STAGE LIGHTING, EQUIPMENT, AND MATERIALS REQUIRED FOR THE BYRON CARLYLE THEATER.

WHEREAS, the operation of a performing arts theater requires theatrical stage lighting, front of house lighting, dimming controls, cables and other accessories to provide for the multiple lighting effects needed for the productions and performance artists that will use the facility; and

WHEREAS, the Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a detailed list of requirements necessary to receive bids from companies that specialize in performance theater lighting products to allow for the purchase of the required lighting and accessories for the Byron Carlyle Theater project; and

WHEREAS, after the detailed list of lighting and accessories requirements was complete, three companies that specialize in theater lighting were contacted to provide bids for the required materials which resulted in three responsive bids for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, determined that Miami Stagecraft, Inc. provided the lowest responsive responsible bid for the purchase of the stage lighting and required accessories; and

WHEREAS, a purchase order was issued to Miami Stagecraft, Inc. in the amount of \$58,300 for the purchase of theater stage lighting equipment and materials required for the Byron Carlyle Theater; and

WHEREAS, as required by Resolution No.2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforesated Purchase Order which is deemed necessary to continue the work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a Purchase Order in the total amount of \$58,300, to Miami Stagecraft, Inc. to provide for the purchase of theater stage lighting, equipment, and materials required for the Byron Carlyle Theater.


PASSED and ADOPTED THIS _____ day of _____ 2003.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 10-9-03
City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the appropriation and transfer of \$159,957 in Transit Surtax Funds to replace City funds that were previously advanced for the Evaluation of Rapid Transit Options Study/South Beach, performed by HDR Engineering, Inc., as authorized by Resolution No. 2003-25197, dated 04/30/03.

Issue:

Shall the City appropriate Transit Surtax Funds for the purposes of the HDR Study?

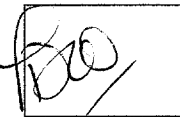
Item Summary/Recommendation:

Pursuant to City Commission request of March 10, 2003, and RFQ No. 36-02/03, Resolution No. 2003-25197, dated 04/30/03 authorized contract negotiations with HDR Engineering, Inc., who was hired on May 6, 2003 to perform an Evaluation of Rapid Transit Options Study for the City of Miami Beach, in the amount of \$159,957. Transit Surtax Funds had not yet been made available from the County to local municipalities when the HDR contract was approved; therefore, City funds were advanced to proceed with the study. Transit Surtax Funds have now been disbursed to the City. Therefore, the Administration recommends that \$159,957 in Transit Surtax Funds be appropriated and transferred to fund the contract cost for the Study which is 100% complete.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | Amount | Account | Approved |
|--|--------------|---------|-------------------------------|
|  Finance Dept. | 1 | 159,957 | 187.8000.312910 Revenue Acct. |
| | 2 | | 011.9322.000312 Expend. Acct. |
| | 3 | | |
| | 4 | | |
| | Total | 159,957 | |

City Clerk's Office Legislative Tracking:

Amelia Johnson

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|--|---|
|  |  |  |

F:\WORK\STRA\AMELIA\ARTO\HDRSurtaxAppr.CIS.doc

AGENDA ITEM

C7P

DATE

10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING THE APPROPRIATION AND TRANSFER OF \$159,957 IN TRANSIT SURTAX FUNDS TO REPLACE CITY FUNDS THAT WERE PREVIOUSLY ADVANCED FOR THE EVALUATION OF RAPID TRANSIT OPTIONS STUDY/SOUTH BEACH, PERFORMED FOR THE CITY OF MIAMI BEACH BY HDR ENGINEERING, INC., AS AUTHORIZED BY RESOLUTION NO. 2003-25197, DATED APRIL 30, 2003.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Resolution No. 2003-25143, dated March 10, 2003, authorized the City to engage its own consultant to evaluate the various rapid transit options available and recommend the best option for Miami Beach. This was done pursuant to a decision that needed to be made by the City Commission regarding a Miami Beach Locally Preferred Alternative of the Metropolitan Planning Organization (MPO)-proposed Bay Link Transportation Corridor Project.

Following the regular City procurement process, Resolution No. 2003-25197, dated April 30, 2003, authorized the Administration to negotiate and execute a professional services agreement with the successful bidder, HDR Engineering, Inc. A professional services agreement was executed between HDR and the City of Miami Beach on May 6, 2003, for the performance of an Evaluation of Rapid Transit Options-Phase I/South Beach (the "Study") at a cost of \$159,957. Transit Surtax Funds had not yet been made available from the County to local municipalities when the HDR contract was approved; therefore, City funds were advanced to proceed with the Study. Transit Surtax Funds have now been disbursed to the City. Therefore, the Administration recommends that \$159,957 in Transit Surtax Funds be appropriated and transferred to replace advanced City funds.

Transit Surtax Funds, in the amount of \$159,957 are available for this purpose in Revenue Account No. 187.8000.312910. The Administration recommends approval of the Resolution.

JG/RM/FB/AJ:dml

F:\WORK\STRAVAMELIA\ARTO\HDRSurtaxAppropriation.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING THE APPROPRIATION AND TRANSFER OF \$159,957 IN TRANSIT SURTAX FUNDS TO REPLACE CITY FUNDS THAT WERE PREVIOUSLY ADVANCED FOR THE EVALUATION OF RAPID TRANSIT OPTIONS STUDY/SOUTH BEACH, PERFORMED FOR THE CITY OF MIAMI BEACH BY HDR ENGINEERING, INC., AS AUTHORIZED BY RESOLUTION NO. 2003-25197, DATED APRIL 30, 2003.

WHEREAS, the Miami-Dade County Metropolitan Planning Organization (MPO) requested that the City make an official decision, no later than early September 2003, regarding a proposed Miami Beach alignment of a future Bay Link Transportation Corridor Project; and

WHEREAS, Resolution No. 2003-25143, dated March 10, 2003, authorized the City to engage its own consultant to evaluate the various rapid transit options available and recommend the best option for the City of Miami Beach; and

WHEREAS, pursuant to RFQ No. 36-02/03, Resolution No. 2003-25197, dated April 30, 2003, authorized the Administration to negotiate and execute a professional services agreement with the successful bidder, HDR Engineering, Inc., for the performance of an Evaluation of Rapid Transit Options-Phase I/South Beach (the "Study"), in the amount of \$159,957; and

WHEREAS, Transit Surtax Funds had not yet been made available from the County to local municipalities when the HDR contract was approved; therefore, City funds were advanced to proceed with the Study; and

WHEREAS, Transit Surtax Funds have now been disbursed to the City; therefore, the Administration recommends that \$159,957 in Transit Surtax Funds be appropriated and transferred to fund the contract cost for the Study which is 100% complete; and

WHEREAS, Transit Surtax Funds need to be appropriated to replace City funds advanced to fund the Study.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the appropriation and transfer of \$159,957 in Transit Surtax Funds to replace City funds that were previously advanced for the Evaluation of Rapid Transit Options-Phase I/South Beach Study is hereby authorized and approved.

PASSED AND APPROVED this the _____ day of _____, 2003.


ATTEST:

CITY CLERK

MAYOR

F:\WORK\STRA\AMELIA\RTO\HDRSurtaxAppropriation.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-9-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution appropriating and authorizing the use of additional funding in the amount of \$27,650.00 from Art in Public Places Fund No. 147 to complete the public art commission for the North Shore Park Youth Center entitled "Circle".

Issue:

Should the City Commission appropriate and authorize the use of additional funds in the amount of \$27,650.00 to complete the public art commission for the North Shore Youth Center entitled "Circle"?

Item Summary/Recommendation:

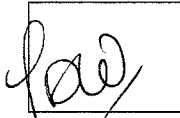
On November 28, 2001, the City Commission adopted Resolution No.2001-24670, which appropriated and approved funding in the amount of up to \$76,000.00 from the Parks Bond fund and General Obligation Bond fund allocations to the Art in Public Places Fund No. 147. In April of 2002, the City entered into a contract with the Artist. The Artist's contract includes requirements for coordination of construction and installation involving the City, the North Shore Park Youth Center contractor, and the Artist. The tiles were completed in April and the Artist was prepared for installation in May of 2003. However, the Artist did not have the necessary licenses, qualifications and permits required for installation. Based upon several meetings with the Artist it became clear that the Artist would not be able to obtain the necessary licenses, qualifications and permits as she is not a licensed contractor and is unfamiliar with construction law and requirements of the Florida Building Code. As such, the Administration determined that it would be in the City's best interest, and that of the project, to proceed with a Job Order Contractor (JOC) to complete the tile installation.

The CIP Office secured the services of Carivon Construction through the JOC process and determined that an additional \$31,940.00 is needed to complete the tile installation. The City and the Artist have agreed to decrease the remaining balance of up to \$38,000.00 by \$4,290.00, leaving up to \$33,710.00 due to the Artist upon completion. The \$4,290.00 is the amount the Artist has certified to the City was originally budgeted for installation by the Artist. The \$4,290.00 will be used to fund the installation of the tiles, leaving a balance of \$27,650.00 that needs to be appropriated to complete the installation. The Administration recommends the City Commission appropriate funding in the amount of \$27,650.00 from Art in Public Places Fund 147, for additional expenditures required to complete the "Circle" installation.

Advisory Board Recommendation:

Approved at the September 16, 2003 Art in Public Places Committee meeting.



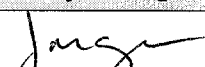
Financial Information:

| Source of Funds: | | Amount | Account | Approved |
|--|--------------|-----------|-----------------------------------|----------|
|  Finance Dept. | 1 | 27,650.00 | Art in Public Places Fund No. 147 | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | Total | | | |

City Clerk's Office Legislative Tracking:

Tourism and Cultural Development Department -- Donna Shaw

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---|--|---|
|  |  |  |

T:\AGENDA\2003\oct1503\consent\AiPP Circle Summary.doc

AGENDA ITEM C7Q

DATE 10-15-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: October 15, 2003

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING AND AUTHORIZING THE USE OF ADDITIONAL FUNDING IN THE AMOUNT OF \$27,650.00 FROM ART IN PUBLIC PLACES FUND NO. 147 TO COMPLETE THE PUBLIC ART COMMISSION FOR THE NORTH SHORE PARK YOUTH CENTER ENTITLED "CIRCLE".

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

FUNDING:

\$27,650.00 from Art in Public Places Fund No. 147

ANALYSIS:

The new construction of the North Shore Park Youth Center required a contribution of one and a half percent (1½%) of the construction costs to the Art in Public Places (AiPP) fund. In September of 2000, Bermello Ajamil & Partners, the project architect, made a presentation to the AiPP Committee, and the site was approved for a public art project. Later that year, a "Call to Artists" was conducted, and a Professional Advisory Committee (PAC) was formed, which included representatives from the Parks and Recreation Facilities Board, the North Beach Youth Center Oversight Committee, the General Obligations Bond Oversight Committee, the North Beach Development Corporation, the City Planning and Economic Development departments, and the Project Architect. Out of 33 submissions, five artists were short listed and paid an honorarium of \$1,000.00 each to develop a design proposal.

On December 19, 2000, the PAC selected the design proposal titled "Circle" by the Artist Connie Lloveras ("Artist"). On January 24, 2001, "Circle" was approved by the North Shore Youth Center Oversight Committee; on March 5, 2001, "Circle" was approved by the General Obligation Bond Oversight Committee; and on November 20, 2001, "Circle" was approved by the Design Review Board.

The Artist conducted seven workshops in North Beach and has produced 900 handmade clay tiles in a sports motif of earth tones which will create the ceramic mural on the common area wall of the main building facing west (Exhibit "A"). The implementation of this design will serve as an introduction to the idea of public art in creating a sense of ownership, relevance and importance due to the interaction that has taken place and will continue to take place between the work of art and its viewers. The "Circle" design proposal will visually enhance the North Beach community and serve as an important public art component at the North Shore Park Youth Center.

On November 28, 2001, the City Commission adopted Resolution No.2001-24670, which appropriated and approved funding in the amount of up to \$76,000.00 from the Parks Bond fund and General Obligation Bond fund allocations to the Art in Public Places Fund No. 147. In April of 2002, the City entered into a contract with the Artist, which stipulated that the Artist had 480 days to complete the installation. \$38,000.00 was paid to the Artist upon execution of the agreement in order to begin the workshops and to cover cost of materials. A balance of up to \$38,000.00 is to be paid upon completion of the project.

The Artist began implementation of her designs by scheduling summer workshops and video documentation with the children of the North Shore recreational programs and production of the tiles began in the fall. The Artist's contract includes requirements for coordination of construction and installation involving the City, the North Shore Park Youth Center contractor, and the Artist. The tiles were completed in April and the Artist was prepared for installation in May of 2003. However, the Artist did not have the necessary licenses, qualifications and permits required for installation. Based upon several meetings with the Artist it became clear that the Artist would not be able to obtain the necessary licenses, qualifications and permits as she is not a licensed contractor and is unfamiliar with construction law and requirements of the Florida Building Code. As such, the Administration determined that it would be in the City's best interest, and that of the project, to proceed with a Job Order Contractor (JOC) to complete the tile installation.

The CIP Office secured the services of Carivon Construction through the JOC process and determined that an additional \$31,940.00 is needed to complete the tile installation. This includes installation, JOC fees, CIP fees, and a 15% contingency. The Artist had not factored these additional costs into the original budget proposal and the completion of the "Circle" installation has been delayed. The City and the Artist have agreed to decrease the remaining balance of up to \$38,000.00 by \$4,290.00, leaving up to \$33,710.00 due to the Artist upon completion. The \$4,290.00 is the amount the Artist has certified to the City was originally budgeted for installation by the Artist.

The \$4,290.00 will be used to fund the installation of the tiles, leaving a balance of \$27,650.00 that needs to be appropriated to complete the installation. By contract, the Artist is still required to supervise installation and provide the original maquette and the final conservation documents of the project, to be catalogued in the City's public art collection.

Finally, due to the circumstances described above, it is recommended that the administration of the Artist's agreement be transferred from the Department of Tourism and Cultural Development to the Capital Improvements Projects (CIP) Office in order to complete the public art installation within the time frame of the completion of the North Shore Park Youth Center. In order to avoid similar construction issues and artwork installation coordination in the future, AiPP guidelines have been drafted which will include construction and AiPP artwork installation coordination. This matter was reviewed and approved by the Art in Public Places Committee at their September 16, 2003 meeting.

CONCLUSION:

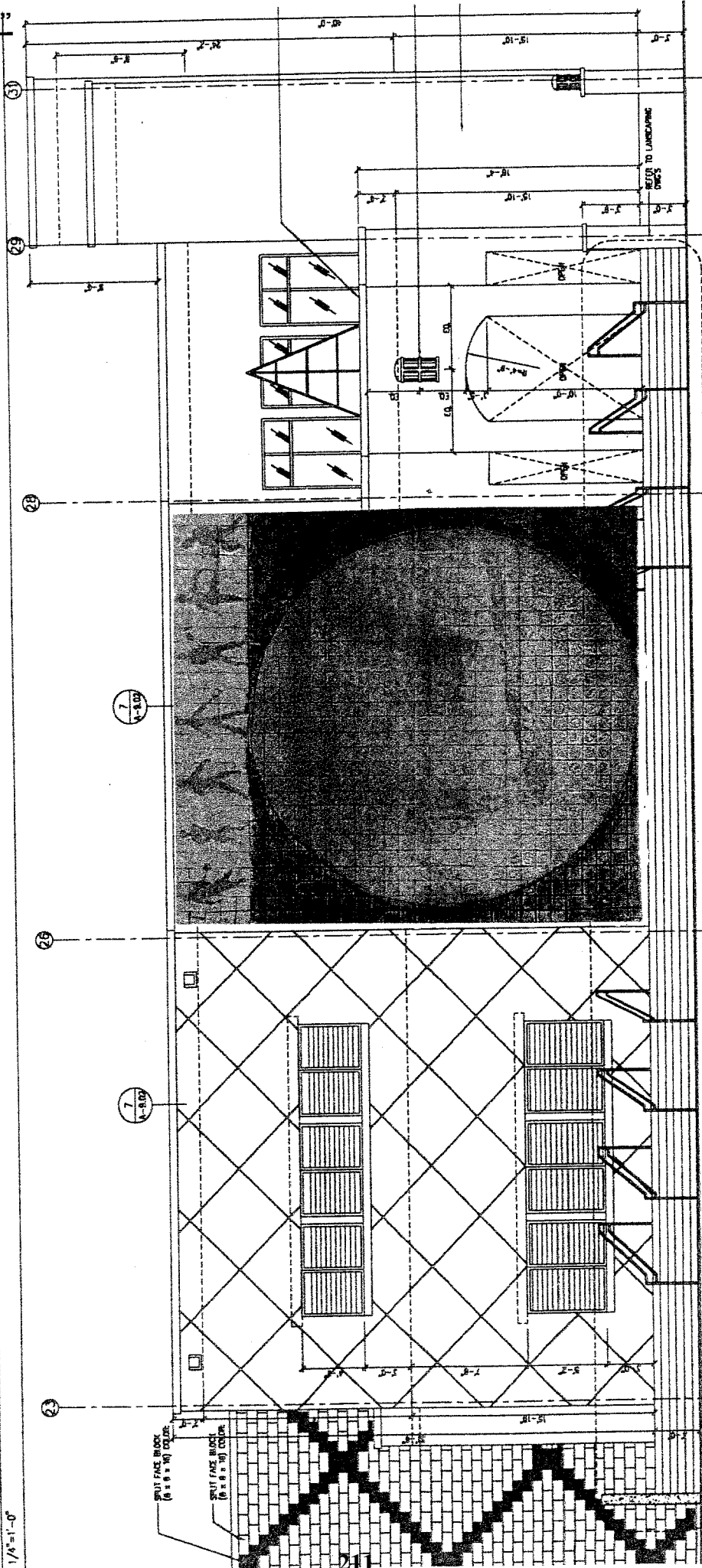
The Administration recommends the City Commission appropriate funding in the amount of \$27,650.00 from Art in Public Places Fund 147, for additional expenditures required to complete the "Circle" installation.

JMG/^{CMC}CMC/DS/MAS/jv

T:\AGENDA\2003\oct1503\consent\AiPP Circle Memo.doc

KL BALL GYMNASIUM SOUTH ELEVATION

1/8"=1'-0"



IMUNITY CENTER WEST ELEVATION

1/4"=1'-0"

7330MP/CP/99-SVA-301 10/20/00 438-12 PM EST

CONNIE LLOVERAS
"Circle"
Proposed 31' x 28' clay mural and floor tiles
for North Beach Park and Youth Center

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING AND AUTHORIZING THE USE OF ADDITIONAL FUNDING IN THE AMOUNT OF \$27,650.00 FROM ART IN PUBLIC PLACES FUND NO. 147 TO COMPLETE THE PUBLIC ART COMMISSION FOR THE NORTH SHORE PARK YOUTH CENTER ENTITLED "CIRCLE".

WHEREAS, on November 28, 2001, the City Commission adopted Resolution No.2001-24670, which appropriated and approved funding in the amount of up to \$76,000.00 from the Parks Bond fund and General Obligation Bond fund allocations to the Art in Public Places Fund No. 147; and

WHEREAS, in April of 2002, \$38,000.00 was paid to the Artist upon execution of an agreement with the City in order to begin the workshops and to cover cost of materials with a balance of up to \$38,000.00 to be paid upon completion of the project; and

WHEREAS, in April of 2003 the tiles were completed, however, the Artist did not have the necessary licenses, qualifications and permits required for installation, and as such, the Administration determined that it would be in the City's best interest (and that of the project) to proceed with a Job Order Contractor (JOC) to complete the tile installation; and

WHEREAS, the CIP Office secured the services of Carivon Construction through the JOC process and determined that an additional \$31,940.00 (including installation, JOC fees, CIP fees, and a 15% contingency) is needed to complete the tile installation.; and

WHEREAS, the City and the Artist have agreed to decrease the remaining balance of up to \$38,000.00 by \$4,290.00, leaving up to \$33,710.00 due to the Artist upon completion; and

WHEREAS, the \$4,290.00 is the amount the Artist has certified to the City was originally budgeted for installation by the Artist and will be used to fund the installation of the tiles, leaving a balance of \$27,650.00 that needs to be appropriated to complete the installation; and

WHEREAS, the Administration recommends the City Commission appropriate funding in the amount of \$27,650.00 from Art in Public Places Fund 147, for additional expenditures required to complete the "Circle" installation.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein approve appropriation and authorization of the use of additional funding in the amount of \$27,650.00 from Art in Public Places Fund No. 147 to complete the public art commission for the North Shore Park Youth Center entitled "Circle."

PASSED and ADOPTED this _____ day of _____, 2003


ATTEST:

MAYOR

CITY CLERK
Reso.doc

T:\AGENDA\2003\oct1503\consent\AiPPCircle

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-2-03

Date
RJA
212

THIS PAGE INTENTIONALLY LEFT BLANK